

**Plattsburgh Housing Authority**  
**4817 South Catherine Street – Suite 101**  
**Plattsburgh NY 12901**

No. of Bedrooms \_\_\_\_\_  
Development No. \_\_\_\_\_  
Housing Unit No. \_\_\_\_\_  
 PHA Furnished Utilities  
 Resident Paid Utilities

## **DWELLING LEASE**

The Plattsburgh Housing Authority, hereinafter referred to as PHA, whose mailing address is 4817 South Catherine Street – Suite 101, Plattsburgh, New York 12901, represented by its Executive Director, leases to \_\_\_\_\_ (referred to as “Resident”), the unit located at \_\_\_\_\_, under the terms and conditions as stated below:

The premises leased are for the exclusive use and occupancy of the Resident and the Resident’s household who reside in the 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 No.	Sex	Birth Date

### **Section 1. Initial Period of Lease & Renewal**

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

## **Section 2. Execution and Modification**

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

## **Section 3. Payments Due Under Lease**

- A. The rent for the initial period (prorated for a partial month) of this lease will be \$\_\_\_\_. The monthly rent, thereafter, will 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 the time of annual or interim review in accordance with this lease. Rent is due and collectible on the first (1<sup>st</sup>) day of each month and is delinquent if not paid on or before the fifth (5<sup>th</sup>) calendar day of each month. If the fifth (5<sup>th</sup>) of the month falls on a weekend or holiday, rent will not be due until the following workday. The amount of the Resident's rent is subject to change in accordance with HUD requirements.
- B. The Resident will 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 will be posted at the PHA Management Office.
- C. A late payment penalty may be assessed to the Resident on the sixth (6<sup>th</sup>) calendar day of the month. See Schedule of Charges for late fee amount. The PHA reserves the privilege of waiving any and all late payments. Any exercise of the PHA's privilege to waive late payments for a particular resident at any given time will 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 will 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.
- D. Charges assessed to the resident's account will be due and collectible two (2) weeks after the PHA gives notice of the charges. Such notice constitutes a notice of adverse action and must meet the requirements governing a notice of adverse action.
- E. A charge will be added to the resident's account for any check returned by the bank for any reason. See Schedule of Charges for returned check fee amount.
- F. Any Resident who leaves a unit excessively dirty or unkempt will be charged an additional fee per hour of labor, after the allowable move-out costs have been deducted, for each hour of cleaning and/or painting work performed by PHA staff in excess of the allowable times. See Schedule of Charges for labor rate per hour amount.

#### Section 4. Security Deposits

The 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 unit, with ordinary wear and tear as an exception, and any unpaid rent or applicable charges owed the PHA by the Resident. If such deductions are made, the PHA will provide the 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 fourteen (14) days after the Resident yields possession, providing the Resident has given the proper required thirty (30) calendar day notice. The security deposit **will not** be used to pay rent or other charges while the Resident occupies the unit.

#### Section 5. Utilities & Special Service Charges

- A. Utilities consumed in excess of the authorized amounts as provided in the Schedule of Utilities, posted in the PHA Management Office and available upon request, will be charged to the Resident's account as an additional required payment.
- B. The Resident will be responsible for securing utilities not provided by the PHA and will pay the utility provider directly for any charges to secure and maintain uninterrupted services. Failure of the Resident to furnish uninterrupted service because of nonpayment of utilities, or other reasons under the Resident's control, will be considered a serious violation of the terms and conditions of this lease.
- C. The PHA will not be liable for failure to provide utility service for any cause whatsoever beyond its control. The PHA 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 PHA.
- D. Resident Paid Utilities: If the Resident resides in a development where the PHA does not provide electricity, an *Allowance for Utilities* will be established, appropriate for the size and type of unit for utilities the 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 PHA may pay a *Utility Reimbursement* to the utility supplier or the Resident each month.
- E. The PHA may change the allowance at any time during the term of the lease and will give Resident sixty (60) days written notice of the revised allowance along with any resultant changes in *Resident Rent* or *Utility Reimbursement*.
- F. The Resident agrees not to waste utilities provided by the PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.
- G. If the Resident's actual bill exceeds the allowance for utilities, the Resident will be responsible for paying the **actual** bill to the supplier.
- H. The Resident also agrees to abide by any local ordinance or house rules restricting or prohibiting the use of space heaters in multi-dwelling units.

- I. The Resident will be charged for damages resulting from failure to maintain sufficient heat or to notify the PHA, unless caused by a factor beyond the Resident's control.

## **Section 6. Redetermination of Rent & Family Composition**

Once each year, as requested by the PHA, the eligibility status and family income of each Resident residing in the household will be reexamined.

- A. Application: Upon written notification from the PHA, the PHA will 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. The Resident must report to the PHA Management Office any changes in family status and/or the source of total family income between periods of examination within ten (10) days of any such change. The Resident agrees to furnish, in adequate detail, all information and data necessary to enable the PHA to determine the following:
  - Rent to be charged.
  - Size of dwelling unit required.
  - Retroactive rental charges, if applicable.
  - A transfer to an appropriate size or type of unit upon appropriate notice by the PHA that a unit is available.
  - The Resident's exclusive use of lease premises which will include reasonable accommodation of the Resident's guests and visitors with consent of the PHA to include foster children or live-in care for a member of the Resident's household.
- B. Verification: The PHA will verify all information on the application by methods necessary to assure the PHA that the information is complete and true at the time of reexamination.
- C. Certification: As part of application for continued occupancy, the PHA will duly certify to the U.S. Department of Housing & Urban Development that an investigation has been made of the Resident and that on the basis of this investigation, it has been determined by the PHA that Resident is eligible or ineligible for continued occupancy.
- D. 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 will provide documentation to that effect.
- E. Non-Compliance: If the Resident fails to provide the information on the date and time prescribed in the aforementioned written notice from the PHA to enable the PHA to determine eligibility and rental payments, the PHA will serve a notice to vacate the premises because the Resident has failed to provide information or reschedule a reexamination date. The PHA reserves the right to initiate eviction proceedings against the Resident.
- F. Community Service Requirement: If the Resident has not complied with the community service requirement, the PHA will notify the Resident that their lease will not be renewed unless they enter into an agreement to rectify the deficiency.
- G. Determination will be made of monthly rent to be charged, eligibility and appropriateness

of unit size in accordance with the approved Admissions Policy posted at the PHA Management Office. Rent as adjusted pursuant to the above will remain in effect as follows:

- i. Sources 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 the PHA, is added to the lease as a member of the household.
  - ii. All Resident changes in income must be reported within ten (10) days of the application.
  - iii. If it is found that the Resident has misrepresented the facts (upon which rental payment is based) so that the rent being charged is less than what should have been charged, the PHA can either terminate the lease immediately and bring criminal charges against the Resident, or the increased rental payment will be made retroactive to the date of income and/or family status change.
  - iv. Any amount due to the PHA by a Resident must be repaid. The PHA may enter into a repayment agreement with the Resident. If the family refuses to pay the debt, enter into a repayment agreement (if offered by the PHA), or breaches a repayment agreement, the PHA may terminate the family's tenancy.
- H. In the event of any rent adjustment pursuant to the above, the PHA will mail or deliver a *Notice of Rent Adjustment* to the Resident. Rent adjustments as a result of an annual reexamination will be effective on a predetermined date. Rent adjustments as a result of an interim review will be as follows:
- i. Rent decreases will become effective the first (1<sup>st</sup>) day of the month after the reexamination was completed.
  - ii. Rent increases, if appropriate, will become effective the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month after the reexamination was completed.
- I. If the PHA determines that the size of the assigned unit is no longer adequate for the Resident's needs, the PHA may amend the lease by notifying the Resident that the Resident is required to move to another unit and giving the Resident three (3) days to transfer from one unit to another. This will not include the day the transfer paperwork was signed.
- J. 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 activity requirement must not have their public housing rent reduced based on the benefit reduction. Rent will be reduced only if the welfare reduction is the result of the following:
- i. The expiration of a lifetime limit on receiving benefits.
  - ii. A situation where the family has complied with welfare program requirements but cannot obtain employment. Written verification must be obtained from the welfare agency that the family's benefits have been reduced due to a

noncompliance with an economic self-sufficiency program, a work activity requirement, or fraud. The PHA will notify the affected Resident that they have the right to an administrative review through the PHA's grievance procedure.

- K. 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 at the PHA Management Office and incorporated herein by reference.

### **Section 7. Resident's Right to Use & Occupancy**

- A. The Resident will have the right to exclusive use and occupancy of the leased unit by members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodations of their guests. For the purposes of this subpart, the term guest is defined as a person in the leased unit with the consent of a household member.
- B. 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.
- C. With the consent of the PHA, a foster child or a live-in aide may reside in the unit. The PHA will consider whether the addition of the new occupancy may necessitate a transfer of the family to another unit and whether such units are available.
- D. The PHA's obligation to make reasonable accommodations for disabled persons. A live-in aide is herein defined as a person who resides with an elderly or disabled person, and who is essential to the care and well-being of the person; is not obligated for the support of that person; and would not be living in the unit except to provide the necessary support services.

### **Section 8. PHA's Obligations**

- A. To maintain the unit and the development in a 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 unit.
- D. To keep buildings, facilities, and common areas in a clean and safe condition not otherwise assigned to the Resident for maintenance and upkeep.
- E. To maintain in a safe and working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, provided by the PHA.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual family) for the deposit of garbage, rubbish and other waste removed from the 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 provide running water, a reasonable amount of a hot water, and a reasonable amount of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the 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 actions include, but are 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. Extermination: The PHA may provide extermination service on a regularly scheduled basis in the communities or as conditions may require thereof.
- K. Consultation: The PHA may provide instructions to those Residents wishing to install, repair or maintain items that will not permanently or partially deface or destroy the integrity of the unit. The Resident will secure written permission from the PHA.

## **Section 9. Resident Obligations**

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

- A. The Resident is not to assign the lease or sublease the unit.
- B. The Resident is not to provide accommodations for boarders or lodgers. The Resident's guests or visitors who remain in the unit for more than fourteen (14) days in a twelve (12) month period beginning at the date of this lease will be considered illegal boarders(s) or lodgers(s) which is grounds for termination of residency. Guests or visitors may remain in the unit longer **only** upon prior written consent from PHA Management. Former residents of PHA who have been evicted are not permitted as overnight guests.
- C. No person who is not the tenant or an authorized member of the household on tenant's lease is allowed to possess a key to any PHA space or dwelling unit without the PHA's written consent.
- D. The Resident is to use the 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 use for any other purpose without prior written approval from PHA Management.
- E. Residents are permitted to keep common household pets in their dwelling units (subject to the pet rules). Resident agrees to comply with Plattsburgh Housing Authority pet rules, policy and registration. Violation of the pet rules or policy may be grounds for removal of the pet and/or termination of the pet owner's tenancy. The PHA has and will

continue to designate no-pet areas and apartments within the public housing developments.

- F. Resident agrees to abide by Plattsburgh Housing Authority's non-smoking policy. All apartments are designated non-smoking. All common areas of PHA apartment buildings, as well as within 25 feet (family housing) or within 40 feet (senior housing) from all PHA buildings are designated non-smoking. Smoking in designated non-smoking areas/apartments may be grounds for eviction and may result in a financial responsibility for any damage of cleaning costs resulting from smoking. Smoking means to inhale and/or exhale the fumes of a burning plant material.
- G. The Resident is to abide by mandated and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing development and the Residents which will be posted in the PHA Management Office and incorporated by reference in the lease.
- H. The Resident is to comply with all obligations imposed upon the Resident by applicable provisions of building and housing codes materially affecting health and safety.

### **Section 10. Housekeeping Standards**

The Resident is to keep the unit in a clean and safe condition. This will include the maintenance of the premises at reasonable periods and seasons on grounds adjacent to the unit where appropriate.

#### **A. Inside Dwelling Unit**

- Walls should be clean, free of dirt, grease, holes, cobwebs and fingerprints.
- Floors should be clean, clear, dry and free of hazards.
- Ceilings should be clean and free of cobwebs.
- Windows should be clean and not nailed shut. Shades and blinds should be intact.
- Woodwork should be clean, free from dust, gouges and scratches.
- Doors should be clean and free of grease and fingerprints. Doorstops should be present; locks should work.
- Heating units should be dusted and access uncluttered.
- Trash must be disposed of properly and not left in the unit.
- Interior unit must be free of rodent and/or insect infestation.
- Curtains must be at least two inches (2") above heaters.
- Power strips must be used in place of extension cords when needed.

#### **B. Kitchen**

- Stove should be clean and free of food and grease.
- Refrigerator should be clean; freezer door should close properly.
- Cabinets should be clean and neat. Cabinet surfaces and counter tops 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.
- Sink should be clean and free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.



- Food storage areas should be neat and clean without spilled food.
- Trash and garbage should be stored in a covered container until removed to the disposal area.
- Electric panel boxes must be accessible with no items or furniture covering the electric panel box.

C. Bathrooms

- Toilet and tank should be clean and free of odors.
- Tub and shower should be clean and free of excessive mildew or mold.
- Lavatories should be clean.
- Exhaust fan should be free of dust.

D. Storage Area

- Linen closets should be neat and clean.
- Other closets should be neat and clean.
- Other storage areas should be neat and clean.
- Hot water tanks must not have any items stored on top.

E. Outside Dwelling Unit

The following standards apply to family and scattered site developments only. Some standards apply only when the area noted is for the exclusive use of the Resident.

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

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

G. The 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 premise or in the unit or premises leased by the Resident.

H. The Resident is to dispose of all garbage, rubbish and other waste from the unit in a sanitary and safe manner.

- I. The Resident is to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators.
- J. The Resident is 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 development.
- K. The Resident is to pay reasonable charges (other than normal wear and tear) for the repair of damages to the unit, or to the development (including damages to building, facilities or common areas) caused by the Resident, a member of the household, or guest.

### **Section 11. Other Resident Responsibilities**

- A. The Resident is 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 development in a decent, safe and sanitary condition.
- B. The Resident is to assure that any member of the household, guest, or other persons under the Resident's control will not engage in 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 reasonably likely to cause serious bodily injury or property damage, or cause fear of injury or property damage.
- C. The Resident is to assure that any member of the household, guest, or other persons under the Resident's control will not engage in any drug-related activity or criminal activity on or off such premises. Any criminal activity in violation of the preceding sentence will be cause for termination of residency and for eviction from the unit. 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 102 of the Controlled Substances Act (21 U.S.C. 802)).
- D. Fugitive Felon or Parole Violator: The lease will be terminated if the Resident is fleeing to avoid prosecution, custody or confinement after conviction for a crime, or attempts 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 is violating a condition of probation or parole imposed under federal or state law.
- E. The lease will be terminated if any alcohol use threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
- F. The lease will be terminated if Resident furnishes false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

Compliance with this section is a material condition of this lease for continued occupancy of

the premises by the Resident, household members and guests, and any breach of this section by the Resident, household members or guests will be cause for termination of this lease. If the PHA believes in good faith that a breach of this section has occurred, the PHA may terminate residency without regard to the following:

- i. 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.
  - ii. Whether or not the Resident had knowledge, in fact, of criminal activity engaged by a member of the Resident's household or any guest or invitee of the Resident, or of a member of the Resident's household.
- G. The Resident agrees not to place any additional locks on any doors or windows without prior written approval of the PHA.
- H. The Resident agrees to use nails or push pins when hanging pictures; tape is not permitted. Hanging heavy objects such as mirrors should be discussed with the PHA Maintenance Department.
- I. Swimming pools or any other miscellaneous structures will not be constructed on any PHA property. The Resident may have children's swimming pools. The pool must be placed in the backyard, must be no more than six feet (6') across and, after each use, must be drained into a drainage ditch and not emptied onto the neighbor's lawn.
- J. Fences will not be constructed or placed on any PHA property.
- K. Contact paper or wall paneling will not be applied to any area of the Resident's apartment. No painting or varnishing will be performed by the Resident without written consent from the PHA Maintenance Department.
- L. The Resident agrees to close and lock doors and windows before leaving the unit for an extended period of time, thus, avoiding possible damage. Any damage resulting from a violation will be charged to the Resident.
- M. The Resident agrees to report to the PHA any changes in total family income and family size of persons residing in the assigned unit within ten (10) days of such change.
- N. The Resident will neither place nor permit to be placed any signs, advertisements or notices in or on any part of the buildings or grounds. All others may be removed by the PHA at the expense of the Resident.
- O. The Resident agrees not to have any repeated violations of parking illegally or possession of "junk vehicles":
  - i. The Resident and members of the household and guests will use the designated parking areas.
  - ii. Parking on any lawn area within the development site is not permitted, including motorcycles.
  - iii. Loud mufflers, large trucks or other objectionable vehicles will not be driven or parked in the parking areas.

- iv. Motorized vehicles of Residents and Residents' guests must be properly tagged and licensed and will be in running condition with fully inflated tires.
  - v. The Resident agrees to pay towing charges for parked motorized vehicles that are not in running condition as outlined in this section.
  - vi. The Resident and members of the household agree to move vehicles for snow removal. Failure to remove vehicles will result in towing at the Resident's expense.
- P. The Resident agrees not to allow any individual that has been banned from PHA property to be on any property under the Resident's responsibility.
- Q. The Resident, members of the household, and guests will not display, discharge, or threaten to display or discharge a firearm of any type, including "BB" guns, on PHA property. The Resident, members of the 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.
- R. The Resident agrees to ensure that smoke detectors in the unit are operating at all times.
- S. The Resident will not be continuously delinquent in payment of rent and/or other legal obligations. Continuously delinquent is making late rent payments three (3) months or more out of a twelve (12) month period.
- T. Each adult Resident who is not considered exempt per the QWHRA will contribute eight (8) hours per month or participate in a self-sufficiency program for eight (8) hours a month.
- U. Evidence of the presence of any pests such as cockroaches, bed bugs, etc., must be reported immediately to either the PHA Maintenance Department (by calling in a Work Order) or by calling the PHA Administrative Office. Failure to acknowledge the presence of pests and to notify the PHA will result in the termination of this lease.

## **Section 12. Resident Maintenance**

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

## **Section 13. Defects Hazardous to Life, Health or Safety**

If the unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the Resident will immediately notify the PHA of the damage. The PHA will be responsible for the repair of the unit within a reasonable time, provided that the damage was caused by the Resident, Resident's household or guest, the reasonable cost of the repairs will be charged to the Resident. The PHA will offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time. Provisions will be made for the 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 will occur if the Resident rejects the alternative accommodation, or if the damage was caused by the Resident, Resident's household or guests.

#### **Section 14. Pre-Occupancy & Pre-Termination Inspections**

The PHA and the Resident, or his/her representative, will inspect the unit prior to occupancy by the Resident. The PHA will furnish the Resident with a written statement of the condition of the unit and the equipment provided with the unit. The PHA and the Resident will sign the statement and a copy of the statement will be retained by the PHA in the Resident's file. The PHA will inspect the unit at the time the Resident vacates the unit and will 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. The PHA reserves the right to pursue collection of any monies owed by the Resident to the PHA upon move-out. If the Resident does not give the PHA a full calendar month written notice of the date they intend to vacate the premises, the Resident will forfeit his/her security deposit. See Section 29 herein regarding an example of proper advance notice.

#### **Section 15. Entry of Unit During Residency**

- A. The PHA will, upon reasonable advance notification to the Resident, be permitted to enter the unit during reasonable hours for the purpose of performing routine inspections and maintenance for making improvements or repairs, or to show the unit for leasing. A written statement specifying the purpose of the PHA entry delivered to the unit at least two (2) days prior to such entry will be considered reasonable advance notification.
- B. The PHA will enter when Resident notifies the PHA of any needed repair in accordance with established PHA maintenance procedures. Such notice will be deemed an authorization by the Resident for the PHA to enter premises with a passkey to make necessary repairs.
- C. The PHA may enter the unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. An emergency shall include but not be limited to any circumstance that could risk, allow, cause or constitute 1) harm or damage to a person, 2) harm or damage to an animal or 3) harm or damage to property or 4) criminal activity.
- D. If the Resident and all adult members of the household are absent from the unit at the time of entry, the PHA will leave a written statement specifying the date, time and purpose of entry prior to leaving the unit.

#### **Section 16. Inspections**

All units and equipment provided by the 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. The Resident's refusal to permit access for inspection is grounds for eviction. The Resident will be given a two (2) day advance written notice specifying the purpose, date and approximate time of the inspection.

## **Section 17. Quiet Enjoyment**

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

## **Section 18. Notice Procedures**

Notice to the Resident will be in writing and delivered to the Resident or to an adult member of the Resident's household, or sent by prepaid first-class mail properly addressed to the Resident; and notice to the PHA will be in writing, delivered to the PHA Management Office or sent by prepaid first-class mail properly addressed, unless otherwise mandated by law.

## **Section 19. Termination of Residency & 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* or *Other Resident Responsibilities* of this lease.
- B. The PHA may terminate the residency if the Resident 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 CFR Section 966.3. The PHA must give the Resident written notice of the offer of a revision at least thirty (30) calendar days before it is scheduled to take effect. The Resident must accept the new lease within fifteen (15) calendar days of said offer.

## **Section 20. Lease Termination Notice**

- A. The PHA will give written notice of lease termination as follows:
  - i. Fourteen (14) days in the case of failure to pay rent.
  - ii. Three (3) days when the health or safety of other residents or PHA employees is threatened.
  - iii. At least thirty (30) days in any other case.
- B. The notice of lease termination to the Resident will state specific grounds for termination and will advise the Resident of the Resident's right to make such response as the Resident may wish. The notice will also advise 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 will also advise the Resident of the Resident's right to request a hearing in accordance with the PHA's grievance procedure.
- C. When the PHA is required to afford the resident the opportunity for a hearing under the PHA's grievance procedure for a grievance concerning lease termination, the residency will not terminate until such 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.

- D. When the PHA is not required to afford the Resident the opportunity for a hearing under the PHA's grievance procedure for a grievance concerning lease termination, and the PHA has decided to exclude such grievance from the PHA grievance procedure, the notice of lease termination will as follows:
- i. State that the Resident is not entitled to a grievance hearing on the termination.
  - ii. 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.
  - iii. State whether the eviction is for a criminal activity or a drug-related criminal activity as described in CFR Section 966.51(a)(2)(i)(B).

### **Section 21. Notice to Post Office**

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

### **Section 22. Eviction - Right to Examine PHA Documents Prior to Hearing or Trial**

At the Resident's request, prior to a pending grievance hearing or pending court trial concerning a termination of residency or eviction, the PHA will provide the Resident a reasonable opportunity to examine 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 will be allowed to copy any such document at the Resident's expense. A notice of lease termination pursuant to CFR Section 966.41(1)(3) will advise the Resident of the Resident's right to examine PHA documents concerning the termination of residency or eviction.

### **Section 23. Accommodations for Persons with Disabilities**

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

### **Section 24. Alternative Housing Accommodations**

The Resident agrees not to have alternative housing or reside out of the unit for more than sixty (60) days in a twelve (12) month period unless prior written approval is obtained from the PHA. If the Resident resides out of the unit for more than sixty (60) days, the PHA will consider the unit to be abandoned and terminate residency.

### **Section 25. Grievance Procedures**

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

- 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.
- b. Any violent or 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.

### **Section 26. Court Costs & Attorney's Fees**

In the event that the PHA should seek to enforce any of the provisions of this lease against a Resident and/or seek to evict a Resident, the Resident shall bear all cost associated with such enforcement and/or eviction to include but not be limited to process serving costs, disbursements, collection costs, and reasonable attorney's fees unless the Resident should prevail defending such claims.

### **Section 27. Modifications**

The PHA will provide at least thirty (30) days notice to the Resident setting forth proposed changes in the lease form used by the PHA to provide an opportunity to present written comments. Comments submitted will be considered by the PHA prior to a formal adoption of any new lease form. The lease shall provide that modification of the lease must be accomplished by a written rider to the lease executed by both parties.

### **Section 28. 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 will be posted at the PHA Management Office and will be furnished to applicants and residents upon request. Such schedules and rules and regulations may be modified from time to time by the PHA provided that the PHA will give at least thirty (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 will be taken into consideration by the PHA prior to the proposed modification becoming effective. A copy of such notice will be delivered or mailed to each Resident; or posted in a least three (3) conspicuous areas within each structure or building in which the affected units are located, as well as in a conspicuous place at the PHA Management Office.

### **Section 29. Vacating Premises**

- A. The Resident must notify the PHA a full calendar month prior to the first (1<sup>st</sup>) of the month in advance (for example, Resident who moves out on June 1 must notify the PHA by May 1) of Resident's intention to vacate the assigned unit and return the unit in as good condition as when first accepted; however the PHA may accept 30 days' notice in its discretion. The Resident will yield immediate possession and return all keys (entrance door keys, mailbox keys, etc.) to the PHA Management Office upon termination of this lease.
- B. In the event that the Resident abandons the apartment, the PHA will have the right to retake possession of the unit pursuant to sending a written notice to the Resident, via



first-class mail and certified mail, advising the Resident of the PHA's intentions. Upon the expiration of the notification and storage period of personal items, the PHA will have the right to enter and retake the unit and to remove personal items at the rate as listed on the schedule of charges for storage after move-out fees. A notice of the property removal, storage costs, and storage time period will be sent to the Resident's last known address. The PHA will dispose of any items of personal property which will also be deemed to have been abandoned. Any revenue obtained from the disposition of the abandoned property will be applied toward any outstanding balance owed by the Resident and any costs associated with the property disposition will be applied to the balance owed by the Resident.

**Section 30. 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 a 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 Aid of Northeastern New York, Plattsburgh, New York).

IN WITNESS WHEREOF, the parties have executed this lease agreement this \_\_\_\_\_, at 4817 South Catherine Street – Suite 101, 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 a \$10,000 and/or a prison term up to five (5) years.

\_\_\_\_\_  
Plattsburgh Housing Authority  
Representative

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

## COMPLAINTS, GRIEVANCES & APPEALS

[24 CFR Part 966 Subpart B]

### 1) Grievance Procedure

#### A. Definitions

*Grievance.* A dispute which a tenant may have with respect to a PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations that adversely affect the individual tenant's rights, duties, welfare or status.

*Complainant.* A tenant whose grievance is presented to the PHA or at the PHA Management Office informally or as part of the informal hearing process.

*Hearing Officer.* A person selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

*Tenant.* A lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by the PHA.

*Elements of Due Process.* An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:

- i. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction.
- ii. Opportunity for the tenant to examine all relevant documents, records, and regulations of the PHA prior to the trial for the purpose of preparing a defense.
- iii. Right of the tenant to be represented by counsel.
- iv. Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the tenant may have thereto.
- v. A decision on the merits of the case.

### 2) Applicability

This Grievance Procedure applies to all individual grievances except any grievance concerning a termination of tenancy or eviction that involves any activity (not just criminal activity) that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees, or any related criminal activity *on* or *off* such premises.

### 3) Pre-Hearing Procedure

#### A. Informal Conference

Any grievance will be presented orally or in writing to the PHA Management Office that sent the notice on which the grievance is based. Written grievances must be signed by the complainant. The grievance must be presented within **forty eight (48) hours of the tenant's receipt of the notice**. It may be simply stated and specify the following:

- i. The particular grounds upon which it is based.
- ii. The action requested.
- iii. The name, address and telephone number of the complainant, and similar information about the complainant's representative, if any.

The purpose of the initial discussion is to resolve the grievance without the necessity of a formal hearing. Within five (5) working days, a summary of the discussion will be given to the complainant by a PHA representative. One copy will be filed in the tenant's file. The summary will include names of the participants, date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing may be obtained.

#### B. Dissatisfaction with Informal Conference

If the complainant is dissatisfied with the proposed disposition of the grievance, the complainant will submit a written request for a hearing within ten (10) calendar days of the **date** of the summary of the informal meeting. The request for a hearing must be presented to the PHA Management Office. The request must specify the reason for the grievance request and the relief sought.

#### C. Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within ten (10) calendar days, the complainant waives the right to a hearing and the PHA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the PHA's disposition in an appropriate judicial proceeding.

#### D. Right to a Hearing

After exhausting the informal conference procedures as outlined above, the complainant will be entitled to a hearing before a hearing officer. The head of household or other adult household member **must** attend the hearing. If rescheduling of the hearing is necessary, the hearing must be rescheduled at least 24 hours in advance of the scheduled hearing time or the complainant waives the right to a hearing. If the complainant fails

to appear within fifteen (15) minutes of the scheduled time, the complainant waives the right to a hearing.

The PHA will provide reasonable accommodations for persons with disabilities to participate in the hearing. The PHA must be notified within 48 hours of the scheduled time if special accommodations are required.

E. Selection of Hearing Officer

A grievance hearing will be conducted by an impartial person or persons appointed by the PHA other than the person who made or approved the PHA action under review, or a subordinate of such person.

#### **4) Procedure to Obtain a Hearing**

A. Informal Pre-Requisite

All grievances must be informally presented as a pre-requisite to a formal hearing. The hearing officer may waive the pre-requisite informal conference if, and only if, the complainant can show good cause why complainant failed to proceed informally.

B. Scheduling

If the complainant complies with the procedures as outlined above, a hearing will be scheduled by the hearing officer promptly within ten (10) working days at a time and place reasonably convenient to the complainant and the PHA. A written notification of the date, time, place, and procedures governing the hearing will be delivered to the complainant and the appropriate PHA official.

#### **5) Hearing Procedure**

The hearing will be held before a hearing officer. The complainant will be afforded a fair hearing and be provided the basic safeguards of due process to include the following:

- A. The opportunity to examine and to copy before the hearing, at the expense of the complainant, all documents, records and regulations of the PHA that are relevant to the hearing with a least a 24 hours notice to the legal department prior to the hearing. Any document not made available after request by the complainant may not be relied upon by the PHA at the hearing.
- B. The PHA will also have the opportunity to examine and to copy, at the expense of the PHA, all documents, records and statements that the family plans to submit during the hearing to refute the PHA's inaction or proposed action. Any documents not made available to the PHA may not be relied upon at the hearing.
- C. The right to a private hearing unless otherwise requested by the complainant.

- D. The right to be represented by counsel or other person chosen as a representative.
- E. The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the PHA, and to confront and cross examine all witnesses upon whose testimony or information the PHA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing.
- F. The right to a decision based solely and exclusively upon the facts presented at the hearing.
- G. If the complainant or PHA fails to appear at the scheduled hearing, the hearing officer may make a determination that the party has waived the right to a hearing. Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another form.
- H. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the PHA must sustain the burden of justifying PHA's action or failure to act against which the complaint is directed.
- I. The hearing will be conducted by the hearing officer as follows:

Informal: Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The PHA arranges in advance in writing for a transcript or audiotape of the hearing. Any interested party may purchase a copy of such transcripts.

## **6) Decision of the Hearing Officer**

The hearing officer will give the PHA and the complainant a written decision, including the reasons for the decision, within ten (10) working days following the hearing. The PHA will place one copy in the tenant's file. The written decision will be sent to the address of the complainant provided at the hearing.

The decision of the hearing officer will be binding on the PHA which will take all action, or refrain from any action, necessary to carry out the decision unless the PHA Board of Commissioners determine, within a reasonable time and promptly notifies the complainant of its determination as follows:

- a. The grievance does not concern PHA actions or failure to act in accordance with or involving the complainant's lease on PHA regulations, which adversely affect the complainant's rights, duties, welfare or status.

- b. The decision of the hearing officer is contrary to applicable federal, state or local law, or HUD regulations or requirements of the Annual Contributions Contract between HUD and the PHA.
- c. A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part will not constitute a waiver of, nor affect in any manner whatsoever, any rights the complainant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

03/23/2020

**Addendum 1 to PHA Lease**  
On-site Sprinkler System Notice Pursuant to  
Real Property Law § 231-a

**There are maintained and operative sprinkler systems in the residential leased and common areas of Roberts S. Long Apartments, Russell Barnard Apartments and Lakeview Towers.**

<b>Last Date of Maintenance and Inspection</b>		
<b>Robert S. Long</b>	<b>Russell Barnard Apartments</b>	<b>Lakeview Towers</b>
<b>February 4, 2020</b>	<b>February 4, 2020</b>	<b>February 4, 2020</b>

**There are no sprinkler systems in the residential leased or common areas of John Collins Park, John Collins Park Extension, Thomas Conway Apartments, Leander Bouyea Court, or Hortense B. Sterns.**