

HOUSING AUTHORITY OF PENNS GROVE

PUBLIC HOUSING DWELLING LEASE

1. **PARTIES AND DWELLING UNITS:** The parties to this Lease are the Housing Authority of PENNS GROVE herein referred to as the Landlord and/or the Housing Authority, and the occupying family herein, referred to as the Resident. The Landlord leases to the Resident the premises located at _____

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit.

Name	Relationship to Head	Age and Birth date	Social Security #
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. Tenant must notify the Penns Grove Housing Authority in writing and sign an Addendum to the Lease within ten (10) days after the birth of any additional children not listed in the original Lease, who will be residing in the dwelling. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten calendar (10) days.

If the Resident is incapable of complying with the Lease, the Landlord should contact the following person: _____ This person's address is _____ and phone number is _____

2. **LEASE TERM:** This Lease shall begin on _____ the term shall be one year and shall renew automatically on an annual basis, unless terminated as provided by this Lease.

3. **RENTAL PAYMENT:** Resident shall pay the monthly rent of \$_____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$ _____.

_____ (Check only if Resident has chosen this rent option). This rent is based on the Authority-determined flat rent for this unit.

_____ (Check only if Resident has chosen this rent option). This rent is based on the income and other information reported by the Resident.

(Check only one of the above)

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

Rental payments are due on the first day of each month at the Pennsville National Bank, Penns Grove, New Jersey and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

If Resident fails to make the rent payment by the fifth day of the month, a 14-day notice will be issued to the Resident. A \$10.00 charge will be assessed to the Resident when the rent payment is not received by the fifth day of the month. A check returned for non-sufficient funds, shall be considered non-payment of rent and in addition to the late charge a \$10.00 returned check fee will be charged.

Non-Payment of Rent

The Housing Authority will comply with the following in enforcing rent collections:

- Rent is due on the 1st and a late fee is assessed if rent is not paid by the 5th business day (as provided under the lease).
- The Housing Authority issues a 14-day notice to all residents who did not pay their monthly rent; Partial payments shall not be accepted.
- Delinquent accounts must be paid in full, or repayment agreement executed, by the end of the 14-day notice. Upon expiration of that notice, the Housing Authority shall immediately refer to the attorney to file for eviction all delinquent accounts.
- After filing, the Housing Authority shall not cancel a case unless the resident pays the balance in full (collecting all delinquent rent, late fees, attorney's fees, and court costs).
- Per the Housing Authority policy, a resident may not enter a repayment agreement more than twice a year.
- Failure to comply with a repayment agreement is immediate cause for termination.

Please note that any unpaid late fees shall be considered rent after the 14-day notice is expired.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a

recognized hardship.

All requests for rent suspension must be in writing to the Landlord. The Landlord reserves the right to investigate including contacting employers, former employers or other individuals to complete the investigation.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings, including but not limited to attorney's fees, court costs and all other reasonable and necessary costs.

4. **SECURITY DEPOSIT:** The Resident agrees to pay an amount equal to one month's rent (\$_____) to the Landlord as a Security Deposit. The Security Deposit will be deposited into the Sun National Bank, Landis Avenue, Vineland, NJ. The Tenant may not use the security deposit to pay rent, including the last month's rent.

The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Within 30 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit with interest at the rate provided by State law after deducting whatever amount is needed to pay the cost of:

- a. Unpaid rent:
- b. Repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. Late Fees
- d. Lockout Fees
- e. Other charges due under the Lease.

Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which the Landlord returns the Security Deposit.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet with the Resident to discuss the charges.

5. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the person (s) named in this Lease and in the Addendums, which include children born after the initial date of the Lease. The tenant shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. permit any persons other than those listed above and minor children which are

born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord;

- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- e. engage or permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- e. engage or permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.

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

The Resident has the right to the exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the written consent of the Landlord, foster children and/or adults and the live-in care giver of the Resident's family.

- 6. CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Landlord, is attached to this Lease.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

Tenant must provide the Landlord with a date they are moving from the dwelling unit and return all keys to the Landlord when vacating the premises. If the Tenant fails to give reasonable and proper notice to the Landlord of their intention to vacate the dwelling as described in this lease, the Tenant may lose their opportunity to participate in the move-

out inspection.

At the time of the move-out inspection, the Tenant shall be provided with a copy of the Move-Out Inspection Report. The Tenant shall sign the Move-Out Inspection Report and if there are any objections to the contents of the Report, they must file an objection with 10 days of receipt of same.

The Tenant may obtain a copy of the Move-Out Inspection Report if they are not present during the inspection. If the Tenant fails to provide a forwarding address to the Landlord, they may lose their right to obtain a copy of the Move-Out Inspection Report.

7. **UTILITIES AND APPLIANCES:** The Housing Authority shall provide the following appliances and utilities (strike out inapplicable utilities and appliances) as a part of this lease agreement but shall not be liable for the failure to provide utility service if beyond its control:

Electricity, Natural Gas, Heating Fuel, Water and Sewer Service, Other Utility (ies):

Cooking Range, Refrigerator, Other Appliance(s):

The Resident shall pay the following charges for excess appliances:

Air Conditioners An additional charge of \$ _____ per month will be payable for air conditioners on the premises for the months of (June, July, August, September).

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

- () Freezer, type: _____
- () Extra Refrigerator
- () Other: _____

Air conditioners, freezers, extra refrigerators, etc., may be installed and operated only with the written approval of the Housing Authority.

Resident agrees not to waste the utilities provided by the Housing Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

Resident also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, Residents who are paying rent, based on their income, shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the

amount of the Resident's rent for the next year. At the time of the annual review, the Landlord shall advise the Resident of any income that will be excluded from consideration.

Income reviews will be held every third year for Residents choosing the flat rent option, however residents will have to complete the Continued Occupancy Form and the Tenant's Consent to the Release of Information Form. Residents who have chosen this option will be notified at the appropriate time for re-certification.

At the time of the review appointment the Resident may elect to change his or her rent choice option. In cases where annual income cannot be projected for a twelve month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc., or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

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

9. INTERIM RENT ADJUSTMENTS: Residents must report within 10 days to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Re-certifications:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A member has been added to the household, such as another adult or live-in caregiver etc.
- c. A household member is leaving or has left the family unit.
- d. The household's income increases by \$200.00 or more per month since the last certification.

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

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

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

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

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

10. EFFECTIVE DATE OF RENT CHANGE: The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.

- a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.
- b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

11. RESIDENT OBLIGATION TO REPAY: Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Resident does not submit rent review information by the date specified in the Landlord's request; or

- b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. AUTHORITY OBLIGATIONS:

The Housing Authority agrees to:

- a. Maintain the dwelling unit and the Housing Authority's property in decent, safe and sanitary conditions;
- b. Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- c. Make necessary repairs to the dwelling unit.
- d. Keep the Housing Authority buildings, facilities, and common areas, not otherwise assigned to Residents for maintenance and upkeep, in a clean and safe condition;
- e. Maintain in a 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 Housing Authority;
- f. 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 premise by Resident as required by this Lease, and to provide disposal service for garbage, rubbish, and other solid waste;
- g. Supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection;
- h. Notify Resident of the specific grounds for any proposed adverse action by the Housing Authority. (Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of Resident to another dwelling unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities).

When the Housing Authority is required to afford Resident the opportunity for a

hearing under the Housing Authority's grievance procedure for a grievance concerning a proposed adverse action:

The Notice of the proposed adverse action shall inform Resident of the right to request such hearing. In the case of Lease termination, a notice of Lease termination that complies with 966.4(1) (3) shall constitute adequate notice of proposed adverse action.

In the case of a proposed adverse action other than a proposed Lease termination, the Housing Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

13. RESIDENT'S OBLIGATIONS:

The Resident agrees to:

- a. Not assign the Lease, nor sublease the dwelling unit.
- b. Not give accommodation to boarders or lodgers.

Not give accommodations to long term guests (in excess of fourteen (14) days per year) without the advance written consent of the Housing Authority.

- c. Use the dwelling unit solely as a private dwelling for Resident and Resident's household, and not use or permit its use for any other purpose.

This provision does not exclude the care of foster children or live-in care of a member of Residents family, provided the accommodation of such persons conforms to the Housing Authority's Occupancy standards, and so long as the Housing Authority has granted prior written approval for the foster child (ren), or live-in aide to reside in the dwelling unit.

- d. Abide by necessary and reasonable regulations established by the Housing Authority for the benefit and well-being of the housing project and Residents. These regulations shall be posted in a conspicuous manner in the Housing Authority's offices and incorporated by reference in this Lease. Violations of such regulations constitute a violation of the Lease.
- e. Comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of the household.
- f. Keep the dwelling unit and other such areas as may be assigned to Resident for the Resident's exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Resident free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this

requirement may be made for Residents who have no household members able to perform such tasks because of age or disability. If you request an exception to this requirement or require assistance in the removal of trash or debris because of age, disability or health reasons, Tenant must make a request in writing to the Authority. The Authority has the discretion to approve or deny such a request. Such approval or denial shall be in writing to the tenant.

- g. Dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner. To refrain from, and cause members of Resident's household or guest to refrain from littering or leaving trash and debris in common areas.
- h. Use only in reasonable manner all electrical, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances including elevators.
- i. Refrain from, and to cause household members, guests or anyone in Resident's control to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project including building, facilities and common areas.
- j. Pay reasonable charges (other than from normal wear and tear) for the repair of damages to the dwelling unit, buildings, facilities, or common areas caused by Resident, household member(s) or guest(s) or anyone in Resident's control.
- k. Act, and cause household members or guests or anyone in Resident's control to act in a manner that will:
 - Not disturb other residents' peaceful enjoyment of their accommodations; and
 - Be conducive to maintaining all Housing Authority projects in a decent, safe, and sanitary condition.
- l. Assure that Resident, any member of the household, a guest, or another person under Residents control, shall not engage in:
 - I. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public premises by other resident's or employees of the Housing Authority; or
 - II. Any violent or drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the dwelling unit. (For the purposes of this Lease, the term drug-related criminal activity means the illegal possession, 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 Control Substance Act, or any amendments thereto).

- III. Any resident or member of the household engaging in criminal activities as described above on or off the Housing Authority premises shall be cause for termination of the tenancy and for eviction from the dwelling unit.
- m. Make no alterations or repairs or re-decorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Housing Authority. To make no changes to locks or install new locks on exterior doors without the Housing Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any, part of the dwelling unit (a reasonable number of picture hangers expected) without authorization by the Housing Authority.
 - n. Give prompt prior notice to the Housing Authority of Residents leaving dwelling unit unoccupied for any period exceeding seven (7) days.
 - o. Act in a cooperative manner with the neighbors and the Housing Authority's Staff. To refrain from and cause members of Residents household or guests or anyone in Resident's control to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Housing Authority's staff.
 - p. Not display, use, or possess or allow members of the Resident's household or guests or anyone in Resident's control to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New Jersey anywhere in the dwelling unit or elsewhere on the property of the Housing Authority.
 - q. Take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
 - r. Avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
 - s. Refrain from creating or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by the Housing Authority with the written approval of the Housing Authority. Written approval must be obtained PRIOR to installation.
 - t. Refrain from placing signs of any type outside of the dwelling unit or grounds except those allowed under applicable zoning ordinances and then only after having received written permission of the Housing Authority.
 - u. Refrain from causing members of the Resident's household or anyone in Resident's control to refrain from, keeping, maintaining, harboring or boarding

any dog, cat, livestock or pet of any nature in the dwelling unit or on the grounds of any Housing Authority development without the approval of the Housing Authority.

- v. Remove from Housing Authority property any vehicles lacking valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Housing Authority. Any inoperable or unlicensed vehicle as described above will be removed from Housing Authority property at Resident's expense. Automobile repairs and/or washing of automobiles are not permitted on Housing Authority property.
- w. Remove any personal property left on Housing Authority property when Resident vacates, leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the Housing Authority. Costs for storage and disposal shall be assessed against the former Resident.
- x. Permit the exterminator to enter the dwelling unit on any designated day or the exterminator may, in the presence of a representative/employee of the Housing Authority, enter the dwelling unit even though the Resident may not be at home. A notice of extermination visits shall be provided to each Resident 48 hours prior to visit.

Tenants must immediately report the suspicion of possible bedbugs in a housing unit or other areas of the property. You must cooperate with the treatment effort by allowing for the treatment of the unit and furniture and refraining from placement of infested furniture or other items in common areas such as hallways.

The tenant must cooperate and complete all preparation required by the exterminator and Housing Authority and must follow all instructions given in the "bed bug preparation sheet".

The tenant will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services.

- y. Use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Resident household members and neighbors. RESIDENT SHALL NOTIFY THE HOUSING AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT and known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Housing Authority. Resident's failure to report the need for repairs in a timely manner shall be considered to be contributory to any damage that occurs.
- z. Refrain from committing any fraud in connection with any Federal housing assistance program; and to refrain from receiving assistance for occupancy of any

other dwelling unit assisted under any Federal housing assistance program during the term of the Lease.

- aa. To pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- bb. Perform the required eight hours per month of community service and self sufficiency requirement for every adult household member or provide written proof of exemption.

14. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

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

- a. The Housing Authority shall be responsible for repair of the dwelling unit within a reasonable period of time after receiving notice from Resident, if the damage was caused by Resident household members, or guests, the reasonable cost of the repairs shall be charged to Resident.
- b. If the damage was not caused by Resident household members or guests, the Housing Authority shall offer Resident a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time period. The Housing Authority is not required to offer Resident a replacement dwelling unit if the hazardous condition was caused by Resident household members, or guests.

Resident shall accept the replacement dwelling unit offered by the Housing Authority.

- c. In the event repairs cannot be made by the Housing Authority, as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Resident rejects alternative accommodations or if the damage was caused by Resident household members, or guests.
- d. If the Housing Authority determines that the dwelling unit is un-tenantable because of imminent danger to the life, health, and safety of Resident household members and alternative accommodations are refused by Resident this Lease shall be terminated, and the balance of rent paid for the remaining month shall be prorated and the unused portion of rent shall be refunded to the Tenant. ‘

Resident Responsibilities in the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety

of the occupants:

- a. Resident shall immediately notify the Housing Authority of the danger and intent to abate rent, when the damage is or becomes sufficiently severe that the Resident believes he/she is justified in abating rent. Without written consent between Tenant and Landlord regarding abatement of rent, Tenant shall place the balance of the rent in a separate escrow account and notify the Landlord of this account including the name of the bank, the account number and the amount placed in the escrow account.
- b. Resident agrees to continue to pay full rent, less the abated portion agreed upon by the Housing Authority during the time in which the defect(s) remains uncorrected.

15. LEAD WARNING STATEMENT:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing the Housing Authority must disclose the presence of known lead based paint and or lead based paint hazards in the dwelling unit. The Resident must also receive a federally approved pamphlet on lead poisoning prevention.

16. INSPECTIONS:

- a. Move-in Inspection: The Housing Authority and Resident or representative shall inspect the dwelling unit prior to occupancy by Resident. The Housing Authority will give Resident a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the dwelling unit. The statement shall be signed by the Housing Authority and Resident and a copy of the statement retained in Resident folder. Any deficiencies noted on the inspection report will be corrected by the Housing Authority, at no charge to Resident.
- b. Other Inspections: The Housing Authority will inspect the dwelling unit at least annually to check needed maintenance, Resident housekeeping and other Lease compliance matters. Resident will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the dwelling unit. Tenant shall have 30 days to pay for repairs as a result of inspections in the dwelling unit after given notice of the repairs.
- c. Move-out Inspection: the Housing Authority will inspect the dwelling unit at the time Resident vacates and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or representative may join in such inspection, unless Resident vacates without notice to the Housing Authority. Tenant shall receive a copy of the Move-Out Inspection Report at the time of the inspection if present or may request a copy from the Landlord.

17. ENTRY OF PREMISES DURING RESIDENCY/TENANCY:

Resident Responsibilities:

Resident agrees that the duly authorized agent, employee, or contractor of the Housing Authority will be permitted to enter Residents dwelling during reasonable hours (8:00a.m. to 5:00p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the dwelling unit, showing the unit for releasing, or for the monthly extermination.

Authority's Responsibilities

- a. The Housing Authority shall give Resident at least 48 hours written notice that the Housing Authority intends to enter the dwelling unit. Housing Authority may enter only at reasonable times.
- b. The Housing Authority may enter Residents dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- c. The landlord reserves a right of Reentry into the premises if the tenant breaches any term, condition, covenant or agreement contained in this lease.

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

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

- 19. LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development

regulations, State and local law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (four times in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certification. Failure to attend scheduled re-examination interviews or to cooperate in verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers or allowing guests to stay longer than 14 days in a 12-month period without written consent of the Landlord;
- e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household members identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- f. failure to abide by necessary and reasonable rules made by the Landlord Housing Authority for the benefits and well being of the housing development and the Residents;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, including the building, dwelling unit and common areas, or failure to keep guests, household members or anyone in Tenant's control to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas and failure to pay lockout fees etc.;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the

premises by other Residents or employees of the Authority;

- m. any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
- n. Criminal activity by household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees;
- o. Weapons or illegal drugs seized in dwelling unit of Resident by a law enforcement officer;
- p. Any fire on Authority premises caused by the Resident or anyone in Resident's control, household members or guests' actions or anyone in Resident's control or neglect;
- q. Alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other resident;
- r. Failure to perform required community service or be exempted there from or provide proofs of compliance or exception;
- s. failure to allow or interfere with inspection of the dwelling unit;
- t. determination that you or a family member has knowingly permitted an ineligible non-citizen or a former tenant of the Housing Authority that was evicted not listed on the lease to permanently reside in their public housing unit;
- u. determination or discovery that a resident is a registered sex offender; or
- v. any other good cause.

20. NOTICE OF LEASE TERMINATION: If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. for failure to pay rent, at least fourteen (14) days;
- b. for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, a reasonable time based on the urgency of the situation;
- c. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling

unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid.

The notice of termination to Resident shall state specific reasons for the termination, shall inform Resident of his/her right to make such reply as he/she may wish, and of Resident's right to examine Authority documents directly relevant to the termination or eviction.

When the Authority is required to offer Resident the opportunity for a grievance hearing, the notice shall inform Resident of the right to request such a hearing in accordance with the Authority's grievance procedures.

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

When the Authority is required to offer Resident the opportunity for a grievance hearing under the Authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the time period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

When the Authority is not required to offer Resident the opportunity for a hearing under the grievance procedure and the Authority has decided to exclude such grievance from the Authority grievance procedure, the notice of Lease termination shall;

- (a) state that Resident is not entitled to a grievance hearing on the termination;
- (b) specify the judicial eviction procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.

The Authority may evict the Resident from the dwelling unit only by bringing a court action; or as an alternative, the Authority may evict by bringing an administrative action if the law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the Authority must offer the Resident the opportunity for a pre-eviction hearing in accordance with the Authority's grievance procedure.

In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who

engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the dwelling unit.

When the Authority evicts a Resident from a dwelling unit for criminal activity the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit so the post office will stop mail delivery for such persons and they will have no reason to return to the dwelling unit.

21. **LEASE TERMINATION BY RESIDENT:** Prior to the expiration of the lease the Resident shall give the Landlord 30 days written notice before moving from the dwelling unit. If the Resident does not give the full 30 day notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.
22. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the legally designated representative of the Resident's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period including but not limited to late fees, lockout fees, damages etc., or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to a more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

23. **PROPERTY ABANDONMENT:** If a Resident abandons the dwelling unit, the Landlord shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property. The Landlord will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the Resident all these costs.

The Landlord may sell or otherwise dispose of the property 30 days after the Landlord

receives actual notice of abandonment or 30 days after it reasonably appears to the Landlord that the Resident has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale, the Landlord agrees to make reasonable efforts to notify the Resident of the sale by sending written notice of the sale by certified mail, return receipt requested, to the Resident's last known address or likely living quarters if that is known by the Landlord. The Landlord shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The Landlord may use the money from the sale to payoff any debts the Resident owes the Landlord. Any amount that remains after you have deducted your reasonable costs of the notice, storage and any unpaid rent or charges not covered by the security deposit, damages, block-outs, etc. must be returned to the Tenant. If after due diligence, the Tenant cannot be found, the remaining proceeds must be deposited into the Superior Court. The Landlord does not have the right to keep the amount of the sale that is over and above what they are owed.

- 24. HOUSEKEEPING STANDARD/HOUSE RULES:** In an effort to improve the living conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all Resident families.

Authority Responsibility: The standards that follow will be applied fairly and uniformly to all Residents. The Authority will inspect each dwelling unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Resident in writing if he/she fails to comply with the standards. The Authority will advise Resident of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms.

Training will be available at no cost to any Resident requesting or needing assistance in complying with the Housekeeping Standards.

Resident responsibility: Resident is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.**

Housekeeping Standards Inside the Apartment:

a. General

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.

- (4) Windows: should be clean and not nailed shut. Shades should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating unit: should be dusted and access uncluttered.
- (8) Trash: should be disposed of properly and not left in the dwelling unit.
- (9) Entire dwelling unit should be free of rodent or insect infestation.

b. Kitchen

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer should have no more than one inch of ice.
- (3) 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 of repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in covered container until removed to the disposal area.

c. Bathroom

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.

- (3) Sink: should be clean.
- (4) Floor: should be clean and dry.

d. Storage

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in dwelling unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

Housekeeping Standards Outside the Apartment:

- a. The following standards apply to family and scattered site improvement only; some standards apply only when the area noted is for the exclusive use of Residents:
- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
 - (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the dwelling unit.
 - (3) Steps (front and rear): should be clean and free of hazards.
 - (4) Sidewalks: should be clean and free of hazards.
 - (5) Storm doors: should be clean, with glass and screens intact.
 - (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
 - (7) Hallways: should be clean and free of hazards.
 - (8) Stairwells: should be clean and uncluttered.
 - (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
 - (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

The Resident agrees to obey by any House Rules, which are reasonable related to the

safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, reason for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule.

25. STORAGE OF OXYGEN/COMPRESSED TANKS IN DWELLING UNIT:

No Resident, visitor or other occupant (temporary or permanent) may introduce or store any oxygen or other compressed gas tank or containers on Authority property without registering the same as provided below.

Registration of oxygen or other compressed gas tanks or containers shall consist of:

- a. Presentation of a certification by a health care practitioner licensed by the New Jersey Board of Medical Examiners that there exists a medical need for the use of such compressed gas. Such certification shall be on the letterhead stationery of the health care practitioner, shall be addressed to the Authority, shall recite such practitioner's license number, shall reference an individual who is a Lessee of the Authority pursuant to HUD regulations, and shall state the maximum amount of compressed gas necessary to be stored on Authority premises.
- b. Upon presentation of a certificate as described above and the name address and emergency telephone number of the supplier of the compressed gas to the Authority at its business office located at **40 South Broad Street, Penns Grove** New Jersey, during normal business hours, the Authority shall log same in a register maintained for such purpose and return a receipted copy of the certificate with a notation as to the apartment location where the compressed gas will be stored and the maximum amount of compressed gas to be stored therein.

The Authority shall provide all information regarding registration of compressed gas forthwith to the Penns Grove Fire and Rescue Department and shall at all times cooperate with said Department regarding requests for information, inspections, drills, and in all other lawful activities.

The Authority shall coordinate the activities of the compressed gas supplier, Resident and the Penns Grove Fire and Rescue Department regarding the posting of warning notices in conspicuous places on the premises, as determined by the Department. Such notices shall contain the location, type and quantity of compressed gas stored on Authority property, and other required information.

Every Resident visitor or other occupant (temporary or permanent) shall have a continuing obligation to register any oxygen or other compressed gases introduced or stored on Authority property and to report any change in previously registered use, type or quantity of such compressed gas forthwith to the Authority.

26. GENERAL INFORMATION:

Other Changes

In addition to rent, Resident is responsible for payment of certain other charges. Other charges can include:

- a. Maintenance costs - The cost for services or repairs resulting from intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Resident household members or by guests or anyone in Resident's control. When the Authority determines that needed maintenance is not caused by normal wear and tear, Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- b. The Authority shall provide written notice of the amount of any charges in addition to Resident's Rent, and when the charge is due. Charges in addition to rent are due no sooner than 30 days after Resident receives the Authority's written notice of the charge.

27. VISITORS:

Reasonable accommodation of Residents' guests or visitors for a period not exceeding fourteen (14) days each year is permitted by the Authority. Permission may be granted, upon written request to the Authority, for an extension.

28. AMENDING /REVISING LEASE TO ADD ADULT CHILDREN TO HOUSEHOLD:

This Lease will NOT be revised to permit a change of family composition from a request to allow adult children to move back into the dwelling unit unless it is determined that the move is essential for the mental or physical health of the Resident AND it does not disqualify the family for the size dwelling unit it is currently occupying.

29. ABILITY TO COMPLY WITH LEASE TERMS:

If, during the term of this Lease, Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the Lease, and the Authority cannot make any reasonable accommodation that would enable Resident to comply with the Lease; THEN, the Authority will assist Resident or designated member(s) of Resident's family, to find more suitable housing and move Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving the Resident the Authority will work with the appropriate agencies to secure suitable housing.

30. GRIEVANCES: All individual grievances or appeals, with the exception of those cases

concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord' s/ Authority's employees, shall be processed under the Resident Grievance Procedure. This procedure is posted in the Landlord's office, copies are available upon request.

Before the Landlord schedules a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit the same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

31. NOTICE PROCEDURES:

- a. Tenant/Resident Responsibility - Any notice to the Housing Authority must be in writing, delivered to the Authority's central office, or sent by prepaid first-class mail, properly addressed.
- b. Housing Authority Responsibility - Notice to Resident must be in writing, delivered to Resident or to any adult member of the household residing in the dwelling unit, or sent by prepaid first class mail addressed to Resident.
- c. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- d. If Resident is visually impaired, all notices must be in an accessible format.

32. DISCRIMINATION PROHIBITED:

The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, family status, or status as recipients of public assistance, or gender orientation and shall comply with all nondiscrimination requirements of Federal, State and local law.

33. ATTACHMENTS TO THE LEASE:

The Resident certifies that he/she has received a copy of this Lease and the Attachments to this Lease, and understands that these Attachments are part of this Lease.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

Signatures:

<u>RESIDENT:</u>	1) _____	_____
		Date
	2) _____	_____
		Date
<u>LANDLORD</u>	_____	_____
		Date

TENANT'S CERTIFICATION

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

I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any federal housing assistance program (before and during the Lease term) are true and completed to the best of my knowledge and belief.

_____	_____
Resident's Signature	Date

ATTACHMENTS:

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

- Resident Handbook (may be updated)
- Standard Maintenance Charges (may be updated)
- Housekeeping Standards (may be updated)
- "One Strike and You're Out" Policy (maybe updated)
- Pet Policy (may be updated)
- Resident Grievance Procedure (may be updated)
- Notice regarding Lead Paint Poisoning. (may be updated)
- Move-In Unit Inspection Report
- Debts Owed to Public Housing Agencies & Terminations Policy
- Community Service Exemption Certification
- Verification of Resident's Choice of Rent
- Policies regarding screening of applicants for admission to Public Housing and termination of Public Housing Tenancy (may be updated)
- Other: _____

The Authority has no knowledge of lead based paint and/or lead based paint hazards at the premises.

Known lead based paint and/or lead based paint hazards are present at the premises and all available records and reports pertaining to lead based paint and/or lead based paint hazards are attached.

Rental Application. The Rental Application submitted by Resident is hereby made a part of this Lease. Resident acknowledges that Owner has relied on the information submitted by Resident. If any representation on the application is determined to be misleading, incorrect, or untrue, Owner may, at its option, terminate Resident's right to occupy the Premises. Owner shall have the right to recover from Resident any loss or damages which Owner may suffer because of such misrepresentation.

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including "Protect Your Family from Lead in your Home.". The above information has been thoroughly explained to me/us. I/We understand the possibility that lead-based paint may exist in the premises.

Tenant's Signature

Date

Lease Addendum

Window Guard Notification

This addendum is made this ____ day of _____, 20____, and is added to and amends that certain agreement by and between _____ as Tenant(s) and The Penns Grove Housing Authority as Landlord(s).

New Jersey window guard notification:

Pursuant to New Jersey law (NJSA Section 55:13A-7.14), the Tenant may have window guards installed on the Premises and the public halls (a) by making a written request to Landlord and (b) if a child 10 years of age or younger resides on the Premises and (c) if Tenant lives in a dwelling above the first floor. Residents living on the first floor may only request window guards on windows in public halls above the first floor to which persons in the resident dwelling have access without having to go out of the building.

If the building is a condominium, cooperative or mutual housing building, the owner (the landlord) of the apartment is responsible for installing and, maintaining window guards in the apartment and the association is responsible for installing and maintaining window guards in hallway windows. Window guards are only required to be provided in first floor windows where the window sill is more than six feet above or there are other hazardous conditions that make installing the window guards necessary to protect the safety of the children.

PGHA Agent _____

Date: _____

Tenant _____ Date: _____

Tenant _____ Date: _____

ATTACHMENT TO PUBLIC HOUSING DWELLING LEASE RE: VIOLENCE AGAINST WOMEN ACT (VAWA)

Lease Provisions

If a member of the tenant's household, or their guest or other person under their control engages in criminal activity directly relating to domestic violence, dating violence, or stalking, such conduct shall not be cause for termination of the lease or occupancy rights, of the victim, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.

One or more incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy or occupancy right of the victim of such violence.

Nothing in this lease revision prohibits the housing authority from evicting the member of the household who has engaged in actual or threatened actions of domestic violence, dating violence, or stalking.

A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must provide a written certification in a form provided by the Housing Authority or substantially similar thereto, that they are victim of domestic violence, dating violence, or stalking, and that the incident or incidents which are the subject of the eviction notice are bona fide incidents of actual or threatened abuse. This written certification must be provided within fourteen days after the Housing Authority requests the certification in writing, which may be the date of the termination of lease letter. It may also be the date of any other written communication from the Housing Authority stating that the tenant is subject to eviction due to the incident which the tenant then wishes to allege was a bona fide instance of actual or threatened abuse. The certification requirement may be complied with by completing the certification form which is available from the Housing Authority office. Information provided in the certification form shall be retained in confidence, shall not be entered into a shared data base, and shall not be provided to a related entity unless the tenant consents in writing, the information is required for use in eviction proceedings, or its use is otherwise required by law.

The Housing Authority may bifurcate the lease under, in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The Housing Authority may evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the Housing Authority does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. A victim tenant who allows a

perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from property to come onto Housing Authority property, including but not limited to the victim's apartment and any other area under their control, is subject to eviction.

The Housing Authority may terminate the tenancy if the public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the Housing Authority if that tenant's tenancy is not terminated; and

None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

For the purposes of this attachment to the Public Housing Dwelling Lease and the lease provisions herein set forth, the following definitions apply:

"Domestic Violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is in cohabitation or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under domestic or family violence laws, or by any other person against an adult or youth victim who is protected from that person's act under the domestic or family violence laws;

"Dating Violence" is defined as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the person's involved in the relationship;

"Stalking" is defined as follows: pursuing, or repeatedly committing acts with the intent to kill, injure, harass, or intimidate another person; or placing under surveillance with the intent to kill, injure or intimidate another person; and, in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, placing a person in reasonable fear of death or serious body injury or causing substantial emotional harm to that person, a member of the immediate family of that person; or the spouse or intimate partner of that person.

"Immediate Family Member", with respect to a person, is identified as a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stand in loco parentis; or any other person living in the household of that person and related to the person by blood or marriage.