

HOUSING AUTHORITY OF THE TOWN OF BOONTON

RESIDENTIAL LEASE AGREEMENT

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HOUSING AUTHORITY OF THE TOWN OF BOONTON
Introduction to the Residential Lease Agreement

This lease has been prepared in accordance with Federal and State law and regulation.

It represents a complete statement of your rights and obligations as a tenant of the Boonton Housing Authority. It also represents a statement of the obligations of the Boonton Housing Authority to you as your landlord.

Please read and safeguard this lease so that you can refer to it as the need arises. It will be your lease as long as you are a tenant of the Boonton Housing Authority.

Changes to the lease will be required from time to time. Those changes will be made by changing the individual pages to the lease and not the entire lease.

We are pleased to have you as a tenant of the Boonton Housing Authority. Any questions regarding this lease can be directed to me or Mark Bizzarro Public Housing Manager, at 973-335-0846.

Sherry L. Sims
Executive Director

HOUSING AUTHORITY OF THE TOWN OF BOONTON

RESIDENTIAL LEASE AGREEMENT

THIS LEASE IS IN THREE PARTS:

Part I establishes the Terms and Conditions of the lease. These apply to all residents; Part II is a lease contract. This is executed by the Tenant and the Authority, which includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, project name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the Authority with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the lease (Head of household and spouse or co-head of household must sign the lease);

PART III is the Tenant's Certification and Receipt of Lease attachments which is a part of Part 1 and 2 above. All required lease attachments will be made a part of this lease. Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal Authority working hours. **973-296-6724 or 973-296-6092.**

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Housing Authority of the Town of Boonton

PART I of the RESIDENTIAL LEASE AGREEMENT

TERMS AND CONDITIONS

THIS LEASE AGREEMENT (called the “Lease”) is between the Housing Authority of the Town of Boonton (called “Authority), and Tenant named in Part II of this lease (called “Tenant”).

I. Description of the Parties and Premises:

- (a) The Authority, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called “premises” or “dwelling unit”) described in **Part II** of this Lease Agreement, subject to the terms and conditions contained in this lease.
- (b) Premises must be used only as a private residence, solely for Tenant and the household members named on **Part II** of the Lease. The Authority may, with prior written approval, consent to Tenant’s use of the unit for legal profit-making activities subject to the Authority’s policy on such activities.
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, require the tenant to seek advance written approval from the Authority. Such approval will be granted only if the new household members pass the Authority’s screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

Tenant agrees to wait for the Authority’s approval BEFORE allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XVI.

- (d) Deletions (for any reason) from the household members named on the

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lease shall be reported by Tenant /Head of household to the Authority in writing, within 10 days of the occurrence with documentation verifying the reason for the change.

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with the terms of this lease, this Lease shall automatically be renewed for successive terms of one calendar month.

The Authority **may refuse** to renew the lease for failure of a family member or Head of household who fails to fulfill his/her community service requirement.

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VII herein.

The amount of the **Total Tenant Payment** and Tenant Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Occupancy Policy.

A **minimum rent** of \$50.00 per month shall apply.

- (b) **Rent is DUE and PAYABLE** in advance on the first day of each month and shall be considered delinquent after the fifth (5th) **business day** of the month. Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear.

Tenant caused damages or neglect to report timely by tenant is a charged item back to the tenant.

When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new

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amount is applicable. Rent redeterminations are subject to the **Administrative Grievance Procedure.**

The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time.

- (c) In the event of the tenant's eviction or the termination of the tenancy, the tenant shall remain liable for the back payment of rent and costs due to the Authority through the date of eviction or the termination of tenancy.

III. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:

- (a) Maintenance costs—The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant 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) Excess Utility Charges—Excess utility charges will be charged for extra appliances and for air con use for the summer months. These charges will be assessed based on current utility rates as established by GPU of New Jersey. Charges for air conditioners will be based on the number of air conditioners in the apartment. Tenants must submit a written request for the use of air conditioners in other than the summer months in which case a monthly utility charge will be assessed. Air conditioners must be removed from the windows by October 1, of each year, otherwise a monthly charge of \$30.00 will be assessed to your statement.
- (c) Installation charges for tenant-supplied air conditioner.

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- (d) **Late Charges**—A charge of \$50.00 late fee for rent or other charges paid after the fifth business day of the month. The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than 30 days after Tenant receives the Authority's written notice of the charge. This provision does not create a "grace period".
- (e) **Bad Checks**—Tenant shall pay the Authority as additional rent the sum of \$20.00 for each check which is dishonored for any reason. After the second bounced check submitted by you or on your behalf by a third party, no personal checks will be accepted. You must pay by money orders or cashiers checks only
- (f) **Attorney, Court and Eviction Costs**—Tenant will be charged a fee to cover court costs, filing and service of process fees, and eviction costs in the amount of \$36.00 and/or reasonable Attorney's fees in the amount of \$250.00 that the court may award whenever the Authority incurs additional costs and Attorney's fees in connection with legal proceedings in which the tenant does not prevail in the court action. Such court costs, eviction costs and Attorney's fees shall be considered as "additional rent" payable to the Authority for the purposes of summary dispossession actions.

In the event of an eviction, the tenant gives the Authority the permission to remove from the unit and then from the public way any personal property left in the unit, and to store or dispose of such property as permitted by law. The tenant agrees that the tenant will be responsible for the actual costs of removing any personal property from the unit, and any others costs directly associated with the eviction (eviction costs). The procedure and time of notification for the Authority's removal of personal property is set forth in this lease.

IV. Payment Location and Application of Payment

Rent and other charges can be paid by delivering to the Authority's Office or sent

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by first class mail postmarked no later than the fifth business day of the month.

The Authority will not accept cash. Payments made as rent shall be applied to any outstanding balance which may include rent, utilities, maintenance, or any other balances owed.

V. Security Deposit

- (a) **Tenant Responsibilities: Tenant agrees to pay an amount equal to \$ 150.00 or one month's Total Tenant Payment, whichever is greater.** The dollar amount of the security deposit is noted on Part II of this Residential Lease. Payment of the security deposit shall be made prior to commencement of tenant's occupancy pursuant to this lease.

Pet security deposits are \$100.00. It is deposited in the same account with your rental deposit. These deposits are not returned until the lease is terminated.

- (b) **Authority 's Responsibilities:** The Authority will use the Security Deposit at the termination of this Lease:
1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests. The Security Deposit will not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by the Authority.

The return of a security deposit shall occur within 30 days after Tenant moves out. The Authority agrees to return the Security Deposit plus accrued interest (subject to State laws), if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address. If any deductions are made, the Authority will furnish Tenant with a

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written statement of any such costs for damages and/or other charges deducted from Security Deposit.

3. In collecting the security deposit, the Authority will comply with the Rent Security Law (N.J.S.A. 46:8-19 et seq.). The security deposit has been deposited in an interest bearing account at the **Lakeland Bank, Boonton, N.J. effective June 1, 2004**. The deposit has been placed in trust in an interest bearing account as by the Authority.

The balance of the interest or earnings will belong to the tenant and will be permitted to compound to the tenant's benefit, or be paid to the tenant.

VI. Utilities and Appliances

(a) Authority-Supplied Utilities: If indicated by an (X) on Part II of the Lease Agreement, the Authority will supply the indicated utility: electricity, natural gas, heating fuel. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, the Authority will provide a cooking range and refrigerator. Other refrigerators, washers, dryers, major electrical appliances, air conditioners, freezers, etc., may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office.

(b) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or Authority Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease:

(a) **Use and Occupancy of Dwelling:** Tenant shall have the right to exclusive

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use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of the Authority, members of the household may engage in legal profit-making activities in the dwelling unit.

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding 14 calendar days each year provided that the Authority is notified immediately upon the arrival of the guest or in advance. Permission may be granted, upon written request to the Authority, for an extension of this provision. "Guest or visitor" means a person in the dwelling unit with the consent of the household member. (14 calendar days starting with resident reporting such visitor or guest(s); by verification of the sign-in register, and/or by observation by staff and/or Agents.)

- (b) **Ability to comply with Lease terms:** If, during the term of this Lease, Tenant, 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 Tenant to comply with the lease; **THEN**, the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Authority will, to the extent feasible, work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this lease. [8.3]

Nothing herein shall be construed to compel the authority to provide accommodations or continued residency to a tenant or to household members who, because of physical, mental or emotional illness, have become a threat to the health and safety of such tenant or household members themselves, or who have become a threat to the health, safety or right to peaceful enjoyment of the Authority premises of any other tenant or Authority employee or agent.

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At the time of admission, all Tenants must identify the family member(s) or other designated persons to be contacted if they become unable to comply with lease terms.

Name: _____

Address: _____

Phone Number: _____

(c) **Re-determinations of Rent, Dwelling Size, and Eligibility.** The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

- (1) The status of each family is to be re-examined at least once a year.
- (2) Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Tenant also agrees to furnish accurate information to the Authority as to identity, income and employment of any other persons residing in the dwelling unit as well as information regarding the extent of compliance with community service requirements.

Failure to supply such information when requested is a serious violation of the terms of the lease, and the Authority may terminate the lease for that reason.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

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The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section.

This information will be used by the Authority to decide whether the amount of the rent should be changed and whether the tenant is still eligible for low income housing or for the particular dwelling unit. This determination shall be made in accordance with the Authority's Admission and Occupancy policy which is publicly posted in the Authority's Offices.

- (3) Rent will not change during the period between regular re-examinations, **UNLESS** during such period:
- (a) A person with income joins the household or the income of a family member increases.
 - (b) Tenant can verify a change in his/her circumstances (such as decline in or loss of income lasting more than 30 days) that would justify a reduction in rent. In accordance with the Authority's Admission and Occupancy policy, a reduction in rent will not be granted when the decrease in income is due to fraud or the failure to comply with a workfare requirement.
 - (c) It is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - (d) Rent formulas or procedures are changed by Federal law or regulation.
- (4) All changes in family composition and all increases in income must be reported to the Authority immediately. **Failure to report**

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changes within 30 days may result in a retroactive rent charge.

This Lease **will NOT** be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that **the move is essential for the mental and/or physical health of Tenant (head of household) AND it does not disqualify the family for size unit it is currently occupying.**

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

- (1) In the case of a **rent decrease**, the adjustment will become effective on the first day of the month following the date the resident reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner as specified above (when change is based on new circumstances).
- (2) In the case of a **rent increase**, when an increase in income occurs after a prior rent reduction and is reported within 30 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported. Security deposits must be brought current equal to the increased monthly rental amount within 60 days.
- (3) In the case of a **rent increase due to a change in Federal law** or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.
- (4) In the case of a **rent increase due to misrepresentation**, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month

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following the month in which the misrepresentation occurred. In the interim , rents will be raised to the Flat rent until the matter is resolved.

(e) Transfers

- (1) Tenant agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice.

Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.

- (2) The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit or for the betterment of the quality of life of the whole building as determined by the Executive Director.
- (3) If a Tenant makes a written request for special unit features in support of a documented disability or handicap, the Authority shall modify Tenant's existing unit to the maximum extent feasible or transfer the Tenant to a unit which can accommodate the Tenant's needs. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.
- (4) A tenant without disabilities who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit (at the Authority's expense).
- (5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given 30 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.

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- (6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
- (7) The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

VIII. BHA Authority Obligations

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant' for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority;
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, recyclable materials and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local 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 Tenant and supplied by a direct utility connection;

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- (h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority.
(Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:
- (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 24 CFR section 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time for tenant to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

IX. Tenant's Obligations

Tenant shall be obligated to:

- (a) Not to assign the Lease, allow unauthorized live-ins, nor sublease the dwelling unit.
- (b) Accommodations
 - (1) Not to give accommodation to boarders or lodgers , temporarily , or permanent;
 - (2) Not to give accommodation or allow guests or visitors to live or stay in your apartment without the prior written consent of the Authority.
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as specifically identified in PART II of the Lease, and not to use or permit its use for any other purpose.
This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's.

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Occupancy standards, and so long as the Authority has granted prior written approval for the foster child/children, or live-in aide to reside in the unit.

- (d) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health, peaceful enjoyment and/or safety of Tenant and household.
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a decent, clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.
- (g) To separate and dispose of all items to be recycled as specified by the Authority. To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of Tenant's household or guest to refrain from littering or leaving trash and debris in common areas.
- (h) To use only as intended and in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. The tenant shall use all electric, plumbing and other facilities safely and use no more electricity that the wiring to the premises or feeders to the building can safely carry. The tenant shall obey any written instructions of the Authority for the care and use of the appliances, equipment and other personal property on or in the

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premises.

- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.
- (k) To act, and cause household members visitors or guests to act in a manner that will:
 - (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (2) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition.
- (l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, or persons residing in the immediate vicinity of the premises, or;
 - (2) Any drug-related criminal activity. Any criminal activity on or off the Authority's public housing premises in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the 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 Controlled Substances Act.)
 - (3) Any other criminal activity affecting the right to peaceful enjoyment of the premises by, or the well-being of, any other public housing residents or employees while the tenant is a resident in public housing.

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Any such criminal activity may also be a cause for termination of the tenancy and for eviction from the unit.

- (4) Any abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the premises by other residents.
- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the 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 excepted) without authorization by the Authority. To attach no floor covering to floors. To attach no antennas to any part of the building. To restore the walls to their original condition prior to vacating the unit.
- (n) To give prompt prior notice to the Authority, in accordance with Section VIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding 14 days.
- (o) To act in a cooperative manner with neighbors and the Authority's Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.
- (p) Not to display, use, or possess or allow members of Tenant's household or guests 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 on the property of the Authority. The illegal use or illegal possession of firearms and/or other weapons shall be grounds for eviction.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators,

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or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

(s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit or Authority premises.

(t) To refrain from placing fixtures, signs or fences of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.

(u) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature on the dwelling unit of any Authority family development, unless a verified disability warrants the possession of a pet, which may be either a service animal or a companion animal.

In accordance with the Authority's Pet Policy, pets may be kept in building or units designated by the Authority for the elderly or persons with disabilities. The tenant agrees to abide by all the provisions of the Authority's pet policy and to keep no pets or animals in or on the premises except as permitted by the Authority's pet policy and other applicable laws and regulations.

Tenant agrees to a Thirty Dollar(\$30.00) pet rent charge due every month with the tenant rent.

(v) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on project site.

(w) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned

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and will be disposed of by the Authority as it sees fit without further responsibility or liability to tenant. Costs for storage and disposal shall be assessed against the former Tenant. To vacate the unit in good and clean condition, reasonable wear and tear excepted, and to return the keys to the Authority or the cost of replacing the keys and/or installing a new lock will be deducted from the security deposit.

- (x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y) FRAUD
 - (1) Not to commit any fraud in connection with any Federal housing assistance program, and
 - (2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (aa) To reimburse the Authority for the full extent of any amounts expended for reasonable Attorney's fees court costs and expenses, Constable fees, storage fees and moving costs in the event that it becomes necessary for the Authority to institute proceedings in court for the removal of the Tenant and the tenant's possessions. This obligation pertains only if the Authority prevails in the suit.
- (bb) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, stairs and to avoid using them for purposes other than going in and out of a dwelling unit.

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(cc) To fulfill the Tenant's community service obligation in accordance with the Authority's Admission and Occupancy policy revised November 2002. (Policy Attached 8-8.3)

X. Defects Hazardous to Life, Health or Safety

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

Authority Responsibilities:

- (a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (b) The Authority shall offer Tenant standard alternative accommodations, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests.
- (c) Tenant shall accept any replacement unit offered by the Authority.
- (d) In the event repairs cannot be made by the Authority, as described above, and alternative accommodations are not provided as described above or 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 Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.
- (e) If the Authority determines that the dwelling unit is untenantable because of fire, casualty or imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. Tenant shall pay

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the entire amount of rent due for the period for which a rent adjustment is claimed to the Authority to be held in escrow pending a decision in accordance with the grievance procedures set forth herein or until such time as the Authority has agreed to the amount of such abatement, whichever period is shorter.

- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

XI. Move-in and Move-out Inspections

- (a) **Move-in Inspection:** The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to Tenant.
- (b) **Move-out Inspection—**The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority.

XII. Entry of Premises during Tenancy

(a) Tenant Responsibilities—

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (8:30 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
- (2) When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority

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comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) Authority's Responsibilities—

- (1) Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times. Response to requests by tenants for repairs and services will not require forty-eight (48) hours notice. If a tenant is visually impaired, all notices must be in an accessible format, provided that the Authority has previous notice of the tenant's visual impairment.
- (2) The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIII. Notice Procedures

- (a) Tenant Responsibility—any notice to Authority must be in writing, delivered to the Authority's office, or sent by prepaid first-class mail, properly addressed.
- (b) Authority Responsibility—Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid certified mail addressed to Tenant.
- (c) Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service, postage pre-paid. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If Tenant is visually impaired, all notices must be in an accessible format provided that the Authority has notice of the tenant's visual impairment.

XIV. Termination of the Lease

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

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(a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, for fraud and misrepresentation of information to be considered eligible for the program under false pretenses and/or for other good cause.

Such serious or repeated violation of terms shall include but not be limited to:

- (1) The failure to pay rent or other payments when due;
- (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth business day of the month. Four (4) such late payments within a 12 month period shall constitute a repeated late payment and a habitual late rent payer history and court/legal action will be taken to repossess the apartment ;
- (3) Failure to pay utility bills/ when Tenant is responsible for paying such bills directly to the supplier of utilities;
- (4) Misrepresentation (intentional or unintentional) of any material fact in the application for housing, or any other material misstatements submitted to the Authority, including but not limited to family income, assets, composition or eligibility for housing;
- (5) Failure to supply, in a timely fashion(within 10 working days), any certification, release, information, or documentation on total Family/household income or family composition needed to process annual reexaminations, interim redeterminations, or tenant income discrepancy verifications;
- (6) Serious and/or repeated damage to the dwelling unit or the Authority premises, creation of physical hazard to the unit, common areas, grounds, or parking areas of any project site;
- (7) **Any activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public**

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housing premises by other residents or employees, and/or any drug-related criminal activity, including but not limited to the following:

- (i) drug-related crime on or off the premises,
 - (ii) drug-trafficking,
 - (iii) illegal drug use,
 - (iv) conviction for the manufacture or production of methamphetamine on the premises of federally-assisted housing,
 - (v) any other criminal activity that threatens the health or safety of, or the right to the peaceful enjoyment of the premises by, other residents or the staff of the Authority,
 - (vi) fleeing to avoid prosecution or custody or confinement after conviction for a crime or the attempt to commit a crime which is a high misdemeanor,
 - (vii) Engaging in the abuse or in a pattern of abuse of alcohol that threatens the health or safety of, or the right to the peaceful enjoyment of the premises by, other residents.
- (8) Weapons or illegal drugs seized in an Authority unit by a law enforcement officer;
- (9) Any fire on Authority premises caused by the tenant, household members or guests' actions or neglect;
- (10) Serious or repeated violations of any of the Authority's rules or regulations applicable to the dwelling unit or the public housing premises as posted and in effect from time to time;
- (11) Serious or repeated interference with the rights of other tenants, disturbing other residents in the building and the inability to live in a high-rise building environment;
- (12) Such change in household size or composition as to render inappropriate tenant's continued occupancy of the dwelling unit.

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(13) Failure to fulfill community service obligations.

(b) The Authority shall give written notice of the proposed termination of the Lease of:

- (1) Fourteen (14) days in the case of failure to pay rent;
- (2) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened;
- (3) Thirty (30) days in any other case.

If longer notice periods are required by State law, State law shall prevail.

(c) The notice of termination:

- (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.
- (2) When the Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's grievance procedures.
- (3) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
- (4) When the Authority is required to offer Tenant 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

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expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

- (5) When the Authority is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the Authority has decided to exclude such grievance from Authority grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by 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 state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.
- (6) The Authority may evict the Tenant from the unit only by bringing a court action.
- (d) Tenant may terminate this Lease at any time by giving 30 days written notice as described in Section XIII, above.
- (e) 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 unit.
- (f) When the Authority evicts a tenant 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 unit so the post office

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will stop mail delivery for such persons and they will have no reason to return to the unit.

XV. Waiver

No delay or failure by the Authority in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XVI. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by the

Authority, uniform standards for resident housekeeping has been developed for all tenant families.

- (a) Authority Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant 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.

- (b) Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards those results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

- (c) Housekeeping Standards: Inside the Apartment

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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 or blinds 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) Trash: shall be disposed of properly and not left in the unit.
- (8) Entire unit should be free of rodent or insect infestation.
- (9) Heating units should be dusted and access uncluttered.

Kitchen—

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop 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.
- (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 a covered container until removed to the disposal area.

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.

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- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

Storage Areas—

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

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some

standards apply only when the area noted is for the exclusive use of Tenant:

- (2) Balconies: should be clean and free of hazards. Any items stored On the porch shall not impede access to the unit.
- (3) Steps: should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. No car repairs are allowed 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 pans, and flammable materials.

XVII. Grievance Procedure.

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Other than eviction disputes involving a tenant's criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or Authority employees or agents, or involving drug related criminal activity, all disputes concerning the obligations of the tenant and residents of the Authority and the obligations of the Authority under this lease shall be processed and resolved pursuant to the Grievance Procedure of the Authority which is in effect at the time such grievance or appeal arises. The procedure shall be posted in the Authority's office and incorporated into this lease by reference.

XVIII. Modifications

Modification of this lease must be accompanied by a written rider to the lease executed by the Authority and the tenant, except for rent redeterminations, eligibility for low income housing, appropriateness of dwelling size, and schedules of special charges for services or repairs, and rules and regulations which are incorporated into the lease by reference. Matter incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the Authority's office and shall be furnished to the tenant upon request. If such schedules, rules and regulations are modified, the Authority shall give at least a thirty (30) day written notice to each affected tenant setting forth the proposed modification, the reasons for the modification, and provide the tenant an opportunity to present written comments which shall be considered by the Authority prior to the effective date of the proposed modification.

XIX. Miscellaneous

- (a) Captions: Captions or paragraph headings contained in this lease are set forth for convenience of reference only and do not affect the substance of the paragraphs so captioned.
- (b) Counterparts: The lease may be executed in several counterparts, each of which shall be considered to be an original.
- (c) Integration: The parties have read this lease. The provisions of this lease, together with any future supplements or amendments, constitute the entire agreement of the Authority and tenant with respect to the subject

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matter thereof and there exists no other prior or contemporaneous oral or written agreements with respect to such subject matter. No other changes hereto shall be made except in writing, signed and dated by the tenant and an authorized representative of the Authority.

- (d) **Prior leases between the Tenant and the Authority:** It is hereby further understood and agreed between the tenant and the Authority that the Authority reserves all rights and remedies to terminate this lease and/or to make any claim for rent due or other charges or other lease violations arising under any prior lease with the tenant for these leased premises and/or other premises leased by the Authority, and that such claims may be enforced as if arising under this lease.
- (e) **Accommodation of the Handicapped:** A handicapped person shall for all purposes under this lease be provided reasonable accommodation to the extent necessary to provide a handicapped person with an opportunity to use and occupy the unit in a manner equal to that of a non-handicapped person. This paragraph shall constitute notice that the tenant may at any time during the term or any lease renewal request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirements or other requirements of the tenancy. If a tenant makes a written request for special unit features in support of a documented disability or handicap, the Authority shall modify tenant's existing unit to the extent feasible and in accordance with the applicable laws and regulations. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer the tenant to another unit with the features requested if such a unit is available.
- (f) **Foster child/Live-in Aide:** With the prior written consent of the Authority, a foster child or live-in aide may reside in the unit, provided that the accommodations of such persons conform to the Authority's occupancy standards. The Authority may adopt reasonable policies concerning residence by a foster child or a live-in aide and in defining the circumstances in which the Authority's consent will be given or denied. Under such policies, the factors considered by the Authority may include:

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- (g) Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available, and
- (h) The Authority's obligation to make reasonable accommodation for handicapped persons. "**Live-in - Aide**" means a person who resides with an elderly, disabled or handicapped person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide the necessary supportive services.
- (i) **Window Guard Policy:** The Authority is required by law to provide, install and maintain window guards in any apartment, other than those on the first floor, of any tenant who has a child ten (10) years of age or younger living in the apartment, when such tenant makes a request to the Authority's representative that the window guards be installed. The Authority is further required by law to provide, install and maintain window guards in building hallways above the first floor, which are accessible without having to go out of the building, by persons in the unit of the tenant who has a child ten (10) years of age or younger living in the apartment, upon request of the tenant that window guards be installed.
- (j) **Former Tenants:** Tenants will not be given permission to allow a former tenant of the Authority to visit or reside in any unit who vacated in violation of their lease agreement and/or was involving any activity that creates or results in danger or injury to persons or to Authority property, or any prohibited activity that creates or results in serious or repeated interference with the rights and well-being of other tenants, Authority employees, Authority agents, or any of these persons' peaceful enjoyment of the premises.
- (k) **Locks On Door:** If a tenant has installed a lock on the entrance door without providing the Authority management with a duplicate key, the tenant shall pay the cost of any damage caused in order to secure entry during an emergency, provided that the Authority has limited such damage

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to that necessary for entry and that the emergency was not caused by any action or inaction of the Authority.

XX. Survival.

If any agreement or portion of this lease is invalid or contrary to law, the rest of the lease shall remain in effect.

XXI. Registration Statement.

Pursuant to N.J.S.A. 46:8-28 and 46:8-29, the Authority attaches its registration statement which the tenant acknowledges receipt of.

XXII. Truth in Lending Statement.

Pursuant to N.J.S.A. 46:8-43 through 46:8-49, The Authority attaches a copy of the truth-in-lending statement which the tenant acknowledges receipt of.

XXIII. Federal Crime Insurance Statement.

Pursuant to N.J.S.A. 46:8-39, the Authority attaches information regarding crime insurance through the Federal Crime Insurance Program and information advising tenants where applications for such insurance may be obtained. Tenant acknowledges receipt of the specified information.

XXIV. 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, leasers must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Leasers must also receive a federally approved pamphlet on lead poisoning prevention. An addendum entitled "Disclosure of Information on Lead-Based Paint Hazards" is attached to this lease for your review and signature. This disclosure is incorporated into and made a part of this lease agreement.

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

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ITS PROVISIONS AND CONDITIONS AS WRITTEN.

(SIGNATURE REQUIRED ON PART II OF THE LEASE.)

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PART II OF THE RESIDENTIAL LEASE AGREEMENT:

Housing Authority of the Town of Boonton

THIS AGREEMENT is executed between the **Housing Authority of the Town of Boonton** (called the "Authority") (called the "Tenant"), and becomes **effective as of this date:** _____

- (1) **Unit:** That the PHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit **LOCATED at:**, 122 Plane Street **Boonton, NJ 07005** (called the" premises ") to be occupied exclusively as a private residence by Tenant and authorized household members. . The Tenant **UNIT NUMBER** is:

- (2) **Household Composition:** The Tenant's household is composed of the individuals listed below. (Each household member should be listed by age, oldest to youngest. Head of household and Spouse or co-head of household shall execute the lease.

Name	Relationship	Age & Birth date	Social Security #
	HOH		

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(3) **Term:** The term of this lease shall be one calendar month, renewed as stipulated in Part I of the Lease. This lease begins on _____.

(4) **Rent:** Initial rent (prorated for partial month) shall be \$602.00 for the period **beginning 0** and ending at midnight on date:0

Thereafter, monthly **rent in the amount of \$0.00** per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth business day of said month. The is an additional late fee of \$50.00 due and payable as additional rent if paid after the 5th business day of the month.

(5) **Utilities and Appliances:** PHA-Supplied Utilities, except for additional appliances and other equipment.

If indicated by an (X) below, PHA provides the indicated utility as part of the rent for the premises:

(X) Electricity (X) Natural Gas (X) Heating Fuel () Other:

If indicated by an (X) below, the Authority shall provide the following appliances for the premises:

(X) Cooking Range (X) Refrigerator

(6) **Charges for Excess Appliances.** Charges for excess appliances are due per the following:

Air Conditioners: An additional charge of \$ 30.00 per month will be payable for each air conditioner in the premises for each month of occupancy or (See summer policy). A/C/s must be removed from windows annually effective September 30th of each year or a month charge will be assessed effective Oct 1, without further notice.

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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:
- Second color TV
- Electrical Space Heaters
- Extra Refrigerators
- Other(s) list
-
-
-

- (8) **Security Deposit:** Tenant agrees to pay **\$ 0.00** as a security deposit. See Part I of this lease for information on treatment of the Security Deposit.
- (9) **Parking is for assigned residents only.** No visitor parking permitted on the Boonton Housing Authority. Unauthorized vehicle owners park at their own risk and will be fined, ticketed or towed at the owner's expense.
- (10) **Execution:** By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

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

HEAD OF HOUSEHOLD: DATE

SPOUSE: DATE

CO-HEAD: DATE

PUBLIC HOUSING MANAGER:

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Mark L. Bizzarro

DATE

EXECUTIVE DIRECTOR: Sherry L. Sims

DATE:

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PART III TENANT'S CERTIFICATION

I, (tenant name) 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 complete to the best of my knowledge and belief.

Tenant's Signature

Date

ATTACHMENTS:

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

- (X) Part I of this Lease
- (X) Housekeeping Standards (**Sect. XVI**)
- (X) One Strike Drug/Criminal Activity Policy
- (X) Security Key/Proximity Card
- (X) Standard Maintenance Charges/A/C
- (X) Community Service
(May be updated periodically)
- (X) Vehicle Policy
- (X) Pet Policy (May be updated)
- (X) Things You Should Know (HUD)
- (X) Truth & Lending Guide, State of New Jersey
- (X) Window Guard Policy Notice and Ltr or request
Request
- (X) Grievance Procedure (May be updated)
- (X) Information on Federal Crime Insurance
- (X) **Other:** A summary of lead paint testing.

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Updated June 1, 2004 – change bank name for security deposits, new format and clerical corrections or changes.

Chestnut Street

Riverview Apartments

- (x)Required to get your own Renter Insurance
- (X)Copy of 50058 Certification
- (X) Unit Move –In-Inspection (30 days grace to
Turn in report after move in date w/o charges
- (X) Protect Your Family from Lead In Your Home
- (X) How to get Maintenance Information Sheet

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 the lead-based paint may exist in the unit.

Tenant’s Signature

Date

OFFICE ADDRESS: 125 Chestnut Street, Boonton, NJ 07005

TELEPHONE NUMBER: 973-335-0846

Office HOURS: Regular Hours Monday – Friday 8:30am to 5:00 PM

EMERGENCY MAINTENANCE TELEPHONE NUMBER: 973-296-6724 or 973-296-6092

Monday through Friday after 5:00 p.m. and weekends and holidays **only**. Leave your phone number, some one from Maintenance will return your call.

Call the office during regular working hours to place a work order for repair to the apartment at 335-0846.

If life of death situation, call 911 first.

Warning: 18 U.S.C. 100t provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any

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false, fictitious, or fraudulent statements or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, imprisoned for not more than five years or both.

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**HOUSING AUTHORITY of the
TOWN OF BOONTON**

2004

MISCELLANEOUS CHARGES proposed 9/2004 Board meeting

Any damages done to equipment or property due to a tenant's negligence, except normal wear and tear, and supplies provided for services rendered that are not included in the contract rent, will be based upon the current cost of materials and/or supplies and labor time involved. Charges will be added to the tenant's rental account, and payable 30 days from the date of charge.

- ALL PRICES SUBJECT TO CHANGE
- CURRENT COST = COST OF MATERIAL/ EQUIPMENT, ETC PLUS

SERVICE CHARGE AND /OR INSTALLATION FEE

1. LOCKOUTS

- | | |
|---|---------|
| a. Between 8:00 a.m. – 4:30 p.m.
Monday through Friday | \$20.00 |
| b. After 4:30 p.m. and holidays & weekends | \$15.00 |

KEYS

Replacement of lost Door Keys	\$15.00
-------------------------------	---------

2. COMPLETE DEADBOLT LOCK & CYLINDER/ KNOB LOCK ASSEMBLY

Current Cost

- \$9.00 Installation

3. BACK-UPS –TUBS, SINKS, TOILETS

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- a. Routine – (Grace Period: within 60 days
Prior to tenant move- in) (staff) No Charge
- b. Neglect of Tenant (Staff) \$25.00
- c. Dislodge Blockage (Staff) \$25.00
- d. Outside Contractor Current Cost of plumber

- 4. SEWER BACK-UPS
 - a. Routine No Charge
 - b. Neglect of Tenant (Staff) \$25.00
 - c. Outside Contractor at Current Cost

- 5. SCREENS
 - a. Living Room \$20.00
 - b. Kitchen \$15.00
 - c. Bedroom \$15.00
 - d. Bathroom \$10.00

- Plus \$9.00 Installation Charge per visit.
- 6. WINDOWS Current Cost
 - \$ 9.00 Installation

- 7. TOILET SETS Current Cost + \$9.00

Installation

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- | | |
|----------------------------------|----------------------|
| 8. <u>ELECTRIC OUTLET COVERS</u> | \$3.00 each |
| 9. <u>GAS STOVE KNOBS</u> | \$3.00 each |
| 10. <u>LIGHT FIXTURES</u> | Current Cost +\$9.00 |

Installation

- | | |
|---------------------------------|--------------------------------|
| 11. <u>VANITY & TOILETS</u> | Current Cost + \$9.00 per hour |
| 12. <u>ANY OTHER ITEMS</u> | Current Cost + Service Charge |

13. EXTRA UTILITY CHARGE

a. Seasonal Air Conditioning

(June, July, August, September)	\$120.00
---------------------------------	----------

b. Freezer/ Extra Refrigerator	\$25.00
--------------------------------	---------

- | | |
|--------------------|-----------------------------|
| 14. <u>Pet Fee</u> | \$30.00 per mo.
\$100.00 |
|--------------------|-----------------------------|

Security Deposit

- | | |
|----------------------------|-----------------------------------|
| 15. <u>SMOKE DETECTORS</u> | Current Cost +\$5.00 Installation |
|----------------------------|-----------------------------------|

16.. RENOVATION OF VACANT APARTMENTS- MOVE-OUTS/ TRANSFERS

a. Tenant's failure to remove furniture

garbage, etc. (Clean-Out by Staff)	\$160.00 will apply.
------------------------------------	----------------------

b. Disposal of furniture
per
furniture

\$40.00 + Sticker Fee piece of

c. Cleaning appliances

Stove/Refrigerator	\$25.00
--------------------	---------

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d. Repair damages Installation \$18.00 per hr + parts &

17. GRAFFITI IF PROOF IS FOUND materials plus \$100.00 fine \$20.00 per hour plus for clean-up

18. FINES – Removal of Garbage/ Toys/ Furniture/ Etc. from in front of a tenant’s unit. \$25.00 Per Incident

Balconies are to be clear at all times for free passage in case of an emergency.

a. Court Fee \$36.00

b. Attorney Fee \$250.00

To: Residents of Public Housing

Subject: Annual Installation of Air Conditioners

Date: July 30, 2020

TO ALL TENANTS PLANNING TO INSTALL AIR- CONDITIONER:

Air- Conditioner season is June 1st to September 30th of each year.

The charge for this season will be \$120.00 per air- conditioner unit.

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Updated June 1, 2004 – change bank name for security deposits, new format and clerical corrections or changes.

The charge will be added to your monthly rent.

No monthly billing- No prorated charges.

The presence of an air- conditioner at any time will automatically require the full \$120.00 charge.

Credit limit – two (2) payments of \$60.00 each.

Extra Late Fees will be added if any tenant fails to comply with the two (2) payment credit limit.

Be sure that your air- conditioner is working before you install it.

If it has been placed in the window for even one (1) day, the full charge will apply.

Tenants with air- conditioners installed before May 15th and remaining after October 15th will automatically receive an additional charge.

Residents requiring air- conditioning beyond the regular season for health purposes should contact the office for additional information.

Call (973)335-0846 to register your air- conditioner.

Note: You may qualify for cooling assistance under the Home Energy Assistance Program. Contact your Social Worker for details.

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Resolution 1424 dated 12/10/2002 Amended charge list items

Replacement keys	\$10.00
Key and Lock Change	\$25.00 (tumbler only)
Key Access Cards	\$10.00
Thobs Access Key Ring	\$20.00

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November 2002

Updated June 1, 2004 – change bank name for security deposits, new format and clerical corrections or changes.

**POLICY ON PET OWNERSHIP
HOUSING AUTHORITY OF THE TOWN OF BOONTON**

This policy concerns the ownership of pets by tenants of the Housing Authority of the Town of Boonton. It was devised by the Housing Authority to allow for pet ownership by tenants while protecting and preserving a decent, safe, and sanitary living environment. This policy does not apply to persons with disabilities.

This policy sets forth different requirements for pet ownership by residents who live in any and all of the Boonton Housing Authority's apartments in Boonton, New Jersey 07005.

This policy concerns the ownership of 'common household pets' which are defined as domesticated animals, including but not limited to: all breeds of dogs, all breeds of cats, birds of all breeds, rodents of all breeds, fish of all breeds, reptiles of all breeds, insects of all breeds, snakes of all breeds, and turtles of all breeds.

This policy covers residents, staff, or officials acting on behalf of the Boonton Housing Authority.

1. **DEFINITIONS.**

As used in this policy:

Animal shall mean any mammal, reptile, insect, fish, or bird.

Boonton Housing Authority or BHA *shall mean the Housing Authority*
Of the Town of Boonton and all of the premises owned or controlled
by this entity.

Cat shall mean any male or female cat.

Dog shall mean any dog, male or female or any derivative thereof.

Dog of licensing age shall mean any dog which has attained the age of seven (7) months or which possesses a set of permanent teeth.

Owner when applied to the proprietorship of any animal shall

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Updated June 1, 2004 – change bank name for security deposits, new format and clerical corrections or changes.

include every person having a right of property (or custody) in such animal, and every person who harbors or maintains an animal, or knowingly permits an animal to remain on or about any premises occupied by that person.

Person shall mean an individual, or household member. *Running-at-large* shall mean and include the running or standing of any dog, cat, reptile, insect, or bird, standing/sitting/running/flying/or crawling on any and all premises of the Boonton Housing Authority and is unattended and not under the immediate control of some responsible person able to control the animal in question.

Town of Boonton shall mean the incorporated Town of Boonton, New Jersey and all of its officials and employees thereto.

2. ANIMAL TYPE AND SIZE

Tenants are allowed to own one (1) pet, or one fish tank:

The fish tank can be no larger that which holds a maximum of 10 gallons of water.

Dogs shall weigh no more than 18 – 20 lbs. And/or be a maximum height of 12-18 inches at the shoulder, at the time of full adulthood status.

3. ANIMAL CONTROL

Animals found to be under any of the following conditions shall be removed from the premises of the BHA and dealt with in accordance to the local Animal Control laws and ordinances by the Town of Boonton Animal Control Officer - which includes any Town of Boonton Police Officer and any other persons given such authority by the Town of Boonton:

- A. Any animal running-at-large, or any animal off the BHA premises, contrary to the laws and ordinances of the Town of Boonton, NJ., or which is committing a nuisance, or doing any injury or damage in violation thereof.
- B. Any animal on BHA premises or in the apartment of the BHA tenant owning, keeping, or harboring the animal which a Town of Boonton

- Animal Control Officer, or any of the other persons charged with the enforcement of local animal control laws and ordinances, that is deemed to be a stray animal by that Animal Control Officer.
- C. Any animal on the BHA premises, or in the apartment of the BHA tenant owning, keeping, or harboring the animal that is without required current registration with both the Town of Boonton and the BHA.
 - D. Any animal on the premises of the BHA which is a public nuisance or dangerous to the public health and safety.

4. LICENSING AND REGISTRATION

License and Registration Required. No BHA tenant shall keep or harbor any animal which has attained the age of 7 months, or which possesses a permanent set of teeth, on BHA property without first obtaining a license for the animal, to be issued by the Town of Boonton Board of Health in accordance with the policies, rules, and regulations promulgated through the laws and ordinances of the Town of Boonton, NJ. This includes timely application (within the first 10 days after getting or keeping the animal) for the license and the payment of all necessary fees and other charges. All animals kept or harbored by a tenant of the BHA on BHA premises must abide by, and at all times be in compliance with, the provisions of the Animal Control laws and ordinances of the Town of Boonton. Violation of these provisions, laws, ordinances, and of the BHA Pet Policy will result in the removal of the animal from the premises of the BHA.

Registration Tag Required. (This applies only to those pets that are required to be registered).

- a. Any BHA tenant who shall own, keep or harbor an animal of licensing age, must apply for and produce from the Town of Boonton Board of Health or other so designated office, a licensed and official metal registration for any and all animals so required to have on (tag). The tag is to be worn by the animal at all times. A receipt for the tag is to be presented to the BHA annually, at the time of recertification, as documentation that the animal is legally registered with the Town of Boonton.
- b. Any new BHA resident with an animal has 5 working days to present proper, local licensing and registration to the BHA office.

- c. **A current picture of your pet must be presented to the BHA at the time of pet processing.**

FEES.

- a. **Once a resident is acknowledged as “having an approved pet” in accordance with this BHA Pet Policy, all applicable charges will be assessed until the pet owner provides the Boonton Housing Authority with written proof that the pet has been permanently removed from the resident’s dwelling unit.**
- b. All BHA tenant who are the owners of pets shall pay a pet deposit of \$100.00 (one hundred dollars) **at the time of the acquisition of the pet.** This fee applies to all pets, regardless of size, type, or breed. This pet deposit will be used to defray any damage repairs, cleaning costs, or material replacements made necessary due to the presence or behavior of the pet.. **PET SECURITY DEPOSITS WILL NOT BE RETURNED UNTIL THE LEASE TERMINATES AT MOVE-OUT.**

The unused balance of the pet deposit will be returned when the tenant ceases to be a pet owner (this must be documented), or when the tenancy ends.

- a. On the first day of each month, a monthly pet rent charge will be due and owing by the BHA tenant to the BHA. The monthly pet charge is Thirty dollars (\$30.00).
- b. **If it at any time it is necessary for the BHA to remove any pet waste from any parts of the BHA premises/property a charge of Twenty - Dollars (\$20.00) per occurrence shall be charged to the tenant’s account.**

ALLOWABLE AND UNALLOWABLE PETS.

Tenants are not allowed to have snakes and other reptiles (except turtles) as pets of the tenant, nor as pets of a tenant’s guests, at any time on any and all property owned and operated by the Town of Boonton Housing Authority.

PET RULES.

BHA LEASE

1. **All pets must be approved for residency before a pet is purchased, adopted, or permitted into any BHA dwelling unit. The BHA office must be notified in order to obtain approval of that pet in advance.**
2. Tenants are responsible for the sanitary disposal of pet waste, as permitted by local laws and ordinances.
3. All dogs must be muzzled at all times when in walkways, elevators, and stairwells.
4. No pets are to be walked/exercised on or about any property of the Boonton Housing Authority, **nor on the neighboring Church property.**
5. No pets are to be walked/exercised in violation of local laws and ordinances that pertain to such activities.
6. BHA tenants will be responsible for the control of noise and odor from their pet. When complaints regarding noise and odor are received from other tenants, the BHA will require the removal of the pet.

7. All pets, which are required to be licensed by the Town of Boonton, must be so licensed within 10 days of owning or keeping the pet.
8. All BHA tenants must present proof of licensing and registration with the Town of Boonton, and proof of necessary shots and inoculations from a veterinarian, at the time of acquisition of the pet, keeping the pet, and on an annual basis at the time of the annual recertification.
9. Pets in violation of the BHA Pet Policy and/or the Town of Boonton Animal Control laws and ordinances are not to be kept on the premises of the BHA, **not even on a temporary basis.**
10. Any pet owner is prohibited from allowing their pet to cause any injury to any person when the pet is outside.
11. Under no circumstances shall any pet be permitted to '**run-at-large**' in any area outside of the owner's individual dwelling unit.

12. Dog and Cat pets shall be kept on a leash when outside, and under the control of the resident/walker/guardian at all times.
13. Any resident with a pet cat must have a litter box for the cat, and keep the litter box clean and inside of the owner's dwelling unit at all times.
14. Any resident who owns a dog or a cat must own and use a '**pooper scooper**' all times.
15. A pet owner is required to have a regular flea, and tick control program for appropriate pets. Dogs and cats shall be sprayed, collared, or otherwise treated for same on a regular basis and/or the pet owner will be responsible for monthly exterminations (preventative measures) for pests caused by the pet.
16. **The Boonton Housing Authority reserves the right to pursue additional charges for damages to the resident's dwelling unit that exceed the PET security deposit (\$100.00) that is on account.**

17. All pet owners must provide the name, address, and phone number of a person to contact in case of an emergency with the pet owner, or in the event that the owner is no longer able to properly care for the pet:

18. Name: _____

Address: _____

Phone: _____

Effective November 2002

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THIS POLICY IS MADE A PART OF THE BOONTON HOUSING AUTHORITY
DWELLING LEASE AND SHALL BE ENFORCED AS A PART OF SAID DWELLING
LEASE.

I certify that I have been given a copy of the **BHA Policy on Pet Ownership**:

Print Name: _____

Signature: _____ Date: _____

Community service policy

8. COMMUNITY SERVICE –lease amendment effective 2000

A. General requirements.

As a condition of occupancy in the public housing owned by the BHA, each non-exempt adult will have to contribute eight hours per month of community service or participate in an economic self-sufficiency program for eight hours per month or perform eight hours per month in a combination of the two activities.

Community service is the performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, or/and increase the self responsibility of the resident within the community in which the residents resides. Community service is not employment and may not include political activities.

Economic self-sufficiency program is any program designed to encourage, assist, train or facilitate the economic independence of residents and their families or provide work for participants.

An exempt individual is an adult who:

- (a) is 62 years of age or older, or
- (b) is a blind or disabled individual as defined under 216(i)(1) or 1614 of the social security act(42 U>S>C> 416 (i)(1); 1382c) , and who certifies that because of this disability she or he is unable to comply with this community service requirement; or is a primary caretaker of such a person, or
- (c) is engaged in a work activity as defined in section 407(d) of the Social Security Act (42 U.S.C. 607 (d), specified below:

Unsubsidized employment

Subsidized private sector employment

Subsidized public sector employment

Work experience

On the job training programs

Job Search and job readiness assistance

Vocational educational training not to exceed 12 months

Job skill training directly related to employment

Education directly related to employment

Satisfactory attendance at secondary school in a course of study.

- (d) meets the requirements for being exempted from having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act or under any other welfare program of the State, including a State administered welfare-to-work program, or
- (e) is a member of a family receiving assistance, benefits or services under a State program funded under Part A of Title IV of the Social Security Act or under any other welfare program of the State including a State administered welfare-to-work program and has not been found by the State or other administering entity to be in noncompliance with such a program.

Attachment 8.1

Subject: Form letter to tenants describing the Community service requirements

July 30, 2020

Dear Resident

Recent changes in federal law (24CFR960.605) have brought about a requirement that all adult residents of public housing must contribute eight hours per month of community service to the Boonton Housing Authority or to another community agency or must participate in an economic self-sufficiency program for eight hours per month.

This letter is being sent to you to inform you for the community service requirements and to solicit information which we can use to better place you with an agency.

1. What is Community Service?

Community service is not employment. It is a contribution of time and skills for

The benefit of the community in which you live or to enhance your own economic Independence.

2. Who will administer the community service requirements.

The Boonton Housing Authority (BHA) will administer the community service

Requirement, it will place residents with agencies where the requirement can be Fulfilled or utilize voluntary activities at the BHA. It will verify that the requirement has been fulfilled when assigned to another community organization . The BHA will also verify in writing and review any claim that a resident is exempt from fulfilling the requirement.

3. Who is exempt from the community service requirements?

Those exempt from community service requirements are as follows:

- Minors
- The elderly – age 62 years and older
- The blind and disabled
- The primary caretaker of the blind or disabled
- Those who are employed
- Those who are determined to be exempt from having to work by a State
- Welfare Agency, and
- Members of a family receiving assistance, benefits or services under a State program funded under Part A of the Social Security Act and have not been found to be in noncompliance with such a program.

4. What is the minimum number of hours you can work to be exempt?

You can work 30 hours per week as the minimum number of hours for a work Activity exemption.

5. What happens if I don't fulfill the community service requirements?

Community service is a condition of occupancy for all non-exempt residents in public housing. Each year during the regularly scheduled reexamination of income and family composition, the fulfillment of the community service requirement will be verified. The BHA will ask for written verification from the service agency or the economic self-sufficiency program that the resident has contributed eight hours per month. If the resident has failed to fulfill the requirement, then the lease for the family will not be renewed for the new coming lease term.

The BHA will renew the lease if the noncompliant resident signs an agreement to make up the hours which should have been contributed during the last twelve months in addition to the eight hours per month for the coming twelve months or if the family assures the BHA to the BHA's satisfaction that the noncompliant resident is no longer living in the unit. This must be verified with a lease, utility bill or credit card, vehicle registration of the person who no longer lives in the household.

A determination of noncompliance may be grieved under the BHA's grievance Procedure. The non compliant resident may also seek judicial relief if the BHA Fails to renew the lease. This request must be in writing and submitted to the Executive Director within 7 days of a Notice of Non Compliance issued to the Non-compliant household member.

This program is mandatory and is not optional. It has been mandated by HUD Washington that the local Newark Housing and Urban Development Office will conduct an annual on-site visit to verify and confirm PHA and residents are in compliance with the CSR requirements.

5. How can you help us help you fulfill this requirement?

Please take a moment to complete the attachment and return it to the Boonton Housing Authority, 125 Chestnut Street, Boonton, NJ within two weeks from the date of this letter. It will help us determine who is exempt from community services and it will help you be placed in a community service position that will best utilize your skills and abilities either within the BHA organization or another cooperating community organization.

Thank you for your cooperation in implementing this mandatory federal requirement, in accordance with Subpart F: Section 960.600 of the Federal Guidelines. (attached)

Effective November 2002

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Should you have any questions, you may contact Mark Bizzarro, PHM or Sherry L. Sims, Executive Director at 973-335-0846.

Sincerely,

Sherry L. Sims
Executive Director

Attachment: Reinstatement of Community Service and Self Sufficiency Requirements
Notice PIH 2003-17 dated June 20,2003

Attachment 8.2

Notification letter of Non-compliance with Community service requirements (mail out 60 days before recertifications are due) create a form letter

Date:

Address

Subject: Noncompliance with community service requirements 24 CFR 960.605 and 960.607)

Dear

Our review of documentation from the BHA or other approved community organization to which you were assigned to fulfill your community service requirements has shown that you've have failed to contribute the required number of hours per month in accordance with the community service policy. From the period of: _____ to _____ you should have contributed _____ hours of community service..

The BHA will only renew you lease for a new term if you agree in writing to make up the deficit hours in addition to completing the new hours during the coming lease term for the next 12 months effective your anniversary date.

Failure to comply will result in the termination of your lease agreement and you will have to vacate the unit. Proper notices will be issued in accordance with your written lease agreement.

You may request a grievance hearing on the BHA's determination of noncompliance in accordance with Part 966, subpart B and that tenant may exercise any available judicial remedy to seek redress from the BHA's non renewal of the lease because of such determination.

It is mandatory that you contact Sherry L. Sims or Mark Bizzarro within 5 days from the date of receipt of this letter to discuss your noncompliance.

Sincerely,

Housing Authority of the Town of Boonton
125 Chestnut Street
Boonton, NJ 07005

To: Tenants and Prospective Tenants of the Housing Authority

Of the Town of Boonton
Subject: Window guards in apartments
Date: July 30, 2020

The State of New Jersey has enacted legislation requiring the owners of multiple

dwellings such as the Housing Authority of the Town of Boonton (“Authority”), provide, install and maintain child protection window guards in apartments and hallways of such dwellings, upon written request of tenants with a child 10 years of age or younger.

Regulations promulgated by the State of New Jersey Department of Community Affairs pursuant to this recent law also requires that owners deliver notice of the requirements of the law as set forth in the regulations. Accordingly, this letter is intended to serve as such notice and set forth below the requirements of the regulation by which the Authority and its tenants are to abide. The notice is as follows:

The Authority is required by law to provide, install and maintain window guards in any apartment, other than those on the first floor, or any tenant who has a child 10 years of age or younger living in the apartment, when such tenant makes a written request to the Authority or the Authority’s representative that the window guards be installed.

The Authority is further required by law to provide, install and maintain window guards in building hallways above the first floor, which are accessible without having to go out of the building, by persons in the unit of a tenant who has a child 10 years of age or younger living in the apartment, upon written request of any such tenant that window guards be installed.

Should you, as a tenant, have a child 10 years of age or younger living in the apartment, and wish to have child-protection window guards installed in hallways above the first floor to which persons from your apartment have access without having to go outside, **you must first request in writing that the Authority shall install such window guards.**

Should you, as tenant, live on a floor other than the first floor, and have a child 10 years of age or younger living in the apartment, and wish to have child protection window guards installed in your apartment, you must first request in writing that the Authority shall install such window guards.

It is important to note that state law prohibits the installation of window guards on any window that provides access to a fire escape. State law also requires that window guards be releasable or removable from the inside (without use of a key or tool) on an emergency egress window, i.e. – any window in a sleeping room located on the second or third floor, other than a window providing access to a fire escape. State law further prohibits any person from obstructing or interfering with the installation of window guards, or otherwise rendering ineffective such window guards.

The above provisions set out in bold face type are intended to be included in all new leases and lease renewal agreements. As tenant, you are entitled to comment on these new lease provisions when these provision are initially incorporated into the lease as of 1998, provided you do so in writing within 30 days from receipt of this notice. Should you have additional questions concerning this notice, please contact the administration office.

Sincerely,

Housing Authority of the Town of Boonton

Notice Terminating Lease and Demand for Possession
Non Compliance of Community Service
Thirty Days Notice to Vacate

NOTICE TO CEASE

TO:

1. **PRESENT LEASE.** You now rent Apartment number () located at 122 **Plane Street.** Town Of Boonton, County of Morris and the State of New Jersey. within the residential facility owned and operated by the Housing Authority of Boonton.
2. Termination of Lease: Your lease is Terminated (ended) effective:
3. Demand for Possession: You must leave or vacate the above rented property on or before the above date of termination. This means you must move out and deliver possession of the unit back to the BHA , the landlord of the premises.
4. Reason: You have violated Section _____ of your written lease agreement _____ regarding non compliance with community service.
5. **WARNING.** Please read this **NOTICE TO CEASE**, carefully. If you do not immediately cease (stop) doing the acts of non compliance, you may be evicted for the _____ following reasons:
 6. A grievance hearing is, however available regarding the non compliant tenant's failure to _____ perform the required community service. Should you desire that such a grievance hearing be held, you must make your request in writing within 7 days of receipt of this Notice to Terminate your tenancy and Demand for Possession. In preparation, you will have the opportunity to review any records directly relevant to this matter. You must contact this office at least 3 business days for an appointment to review any

records. Any copies request will be assessed a office fee in accordance with the fee policy of the BHA.

**HOUSING AUTHORITY OF THE
TOWN OF BOONTON**

Sherry L. Sims

Executive Director

_____ Date: _____

Mark L. Bizzarro

Executive Assistant

_____ Date: _____

C: File

Insert One Strike Policy

Insert Grievance Procedures

Insert Things You Should Know

Federal Crime Insurance Statement

Crime insurance is available through the federal crime insurance program of Title VI of the Housing and Urban Development Act of 1970, 12. U.S.C. Section 1794b ET SEQ. Tenants may make application to "Aetna Life & Casualty Insurance Company, 8 Campus Drive, Parsippany, New Jersey 07054
Application is attached

Lead-Based Paint Testing Results

See attachment

Inspection Form Attached