

LEASE NO. _____ ACCOUNT NO. _____

SCRANTON HOUSING AUTHORITY
Part I – Residential Lease Agreement Terms and Conditions

THIS AGREEMENT is between the Scranton Housing Authority, hereinafter called the “Authority,” and the Tenant named in Part II of this Lease hereinafter called the “Tenant.” Where applicable, the terms and conditions of this Lease will be listed according to the responsibilities of each party.

I. DESCRIPTION OF PARTIES AND PREMISES

- A. The Authority, relying upon the representations of Tenant as to Tenant’s income, family composition, and needs, hereby Leases to Tenant, upon the terms and conditions hereinafter set forth, the property (hereinafter called “premises” or “dwelling unit”) described in Part II of the Lease Agreement, subject to the terms and conditions of this Lease.
- B. Said premise is to be occupied exclusively as private residence, solely for the Tenant and the family members named on Part II of the Lease Agreement.
- C. Additions to the Household members named on the Lease including Live-In Aides and foster children, but excluding natural births, require the advance written approval of 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.
- D. Deletions from the household members named on the Lease, due to any reason whatsoever, shall be reported by the Tenant to the Authority. The Tenant must report the deletion in writing within 10 days of the occurrence.

II. LEASE AND AMOUNT OF RENT

- A. Unless otherwise modified or terminated in accordance with Section XVI of the Lease Agreement, this Lease Agreement shall have an initial term of one (1) year and shall automatically be renewed for successive one (1) year terms effective with the execution of this Lease Agreement.

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

- B. Rent is **DUE an shall be PAYABLE** on the first day of each month. Rent may include utilities as described in Section VI below, and includes all maintenance services or repairs due to normal wear and tear.

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 amount is applicable. Rent re-determinations 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.

III. OTHER CHARGES

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

- A. Maintenance costs – Labor and materials, for services or repairs due to intentional or negligent damages 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 maintenance service is NOT due to normal wear and tear, the Tenant shall be charged for the cost of such service (labor plus materials), 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.
- B. Excess Utility Charges – Where utilities are provided by the Authority, a charge shall be assessed for excess utility consumption due to the operation of major tenant supplied appliances. (Also see Section VI of the Lease.)
- C. Installation charges for tenant supplied air conditioners.

The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due.
- D. Late Charge – The Authority shall assess a late charge in the amount of \$20.00 on the 26th day of each month for any Tenant that has an account balance.
- E. Returned Checks – The Authority shall assess a \$25.00 charge to the Tenant for any check payable to the Scranton Housing Authority that is returned by Tenant's bank.

Rent and other charges can be paid to the Authority's Offices located at each Housing Development.

V. SECURITY DEPOSIT

- A. Tenant Responsibilities – Tenant agrees to pay an amount to the lesser of \$100.00 or one (1) month's Total Tenant Payment (the gross rent, based on the Tenant's anticipated income, prior to the application of any utility allowance).

The dollar amount of the security deposit is noted on Part II of this Residential Lease. The Full amount of the security deposit is due at the time of admission.

Upon termination of this Lease, Tenant agrees to notify the Authority of his/her new address for refund of the security deposit.

B. Authority's Responsibilities – Use of the Security Deposit – the Authority will use the Security Deposit at the termination of this Lease:

1. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit or excessive cleaning and repairs in the dwelling unit caused by:
 - The Tenant
 - Tenant's household members, or guests.
2. To pay the cost of any rent or other charges owed by the tenant at the termination of this Lease.

The Security Deposit MAY NOT be used to pay rent or other charges while the Tenant occupies the dwelling unit.

No refund of the Security Deposit will be made until after the Tenant has vacated, and the dwelling unit has been inspected by the Manager or his/her designee on behalf of the Authority.

The return of a security deposit shall occur within 30 days of the dwelling unit becoming vacant. The Authority agrees to return the Security Deposit to the tenant when he/she vacates, less any deductions for any costs indicated above. If such deductions are made, the Authority will furnish the Tenant with a written statement of any such costs for damages and/or other charges to be deducted from the Security Deposit.

VI. UTILITIES AND APPLIANCES

As part of the rent the Authority will supply water and sewerage for household use.

A. Authority's Responsibilities – If indicated by an (X) on Part II Section 4 of this residential Lease, the Authority will also provide the additional 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.

The Authority will provide a cooking range and refrigerator. Major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the **prior written approval of the Authority**. A monthly service charge will be payable by the tenant for the electricity used in the operation of such appliances, per the Schedule posted in the Main Office which is available for inspection and copying by the tenant.

Whenever Tenant has installed (whether before or after the execution of this Lease) any major appliance as described above in his/her premises, he/she shall be charged the monthly sum specified in the approval letter sent by the Authority.

- B. Tenant-Paid Utilities – If Tenant resides in a development where the Authority does not supply electricity, natural gas or heating fuel, an Allowance for Utilities shall be established (appropriate for the size and type of dwelling unit) for utilities the tenant pays directly to the utility supplier. The Tenant's rent to the Authority shall be reduced by the established Allowance for Utilities.

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the **actual** bill to the supplier. If Tenant's actual utility bill is less than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

The Authority may change the Allowance at any time during the term of the Lease, and shall give the Tenant 30 days written notice of the revised allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

- C. Tenant Responsibilities – Tenant agrees not to waste the utilities provided by the Authority, to use the utility only for household purposes, and to comply with any applicable law, regulation, or guideline of any governmental Authority or rules set by the Authority for the regulation or conservation of utilities or fuels. For example, washing vehicles is considered wasting utilities.

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

Tenant agrees to notify the Authority prior to the installation of major appliances as described above.

VII. OCCUPANCY

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

- A. Use and Occupancy of Dwelling – Tenant shall use and occupy the premises exclusively as a private dwelling for the Tenant and other household members listed on the Lease.

This provision does not exclude reasonable accommodations to Tenant's guests or visitors. Tenant must report any guests or visitors. Permission may be given, upon written approval by the Manager, for this provision.

- B. Roomers and Lodgers shall not be permitted to occupy the premises, nor shall they be permitted to move in with any family occupying a dwelling unit. If any tenant provides overnight accommodations to any individual(s) without obtaining the permission of the Authority, the tenant will be considered to be taking in roomers or boarders and be held in violation of the Lease.

- C. Tenant will not be given permission to allow a former tenant of the Housing Authority who has been evicted to occupy the unit for any period of time.
- D. The tenant shall comply with all laws affecting the use or occupancy of the premises and all Federal regulations now or hereafter established or modified.

VIII. ABILITY TO COMPLY WITH THE TERMS OF THE LEASE

IF: During the term of this Lease, any Tenant is no longer able to comply with the material provisions of the Lease (e.g. failure to maintain the premise in a clean, safe and livable condition; being disruptive, abusive, or otherwise interfering with the quiet enjoyment of other tenants);

AND cannot make arrangement for someone to aid him/her in complying with the Lease, and the Authority cannot make any reasonable accommodation that would enable the Tenant to comply with the Lease;

THEN: the Authority will refer the Tenant, or third party designated by the Tenant, to the appropriate Social Service agency in an effort to find more suitable housing. If there are no family members willing or able to take the responsibility for moving the Tenant, the Authority will attempt to work with the appropriate Social Service Agencies to secure suitable housing. At the time of admission, all Tenants must identify the family members or third party to be contacted if they became unable to comply with the terms of this Lease.

IX. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY

- A. Rent is due and owing for the premises in the amount as fixed in Part II of the Lease agreement until amended as described below.
 - 1. The status of each family is to be re-examined and rent re-determined at lease once a year in accordance with an established re-examination schedule.
 - 2. As a material provision of the Lease, Tenant agrees and promises to supply the Authority at lease once each year, with accurate information as to: family composition, age of family members, income and sources of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Failure to supply this information when requested, or supplying false, incomplete or misleading information is a serious violation of the terms of the Lease and the Authority may terminate the Lease.

The Authority requires that this information be validated. The tenant agrees to comply with Authority requests for the verification of information by signing information releases for third party sources, presenting documents for review by the Authority, or providing other suitable forms of verification.

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 in determining whether the amount of the rent should be changed and whether the dwelling size is still appropriate for the Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in a conspicuous manner in the Project Office, and is incorporated by reference and made a part of this Lease. A copy of the policy can be furnished to applicants and Tenants on request.

3. Rent will remain in effect for the period between regular rent re-determinations, UNLESS during such period:
 - (a) A person with income joins the Tenant's household.
 - (b) Tenant can verify a change in his/her circumstances (such as decline or loss of income) which would justify a reduction in rent. If a reduction is granted, the Tenant must report subsequent changes in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)
 - (c) If it is found that the tenant has misrepresented the facts upon which the rent is based so that the rent the Tenant is paying is less than the rent that he/she should have been charged. The Authority may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred, in addition to other remedies contained herein and authorized by law, including but not limited to eviction.
 - (d) Rent formulas or procedures are changed by Federal law or regulations.

4. All changes in family composition must be reported **in writing** to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge in addition to other remedies contained herein and authorized by law, including but not limited to eviction.
See Section IX, Paragraph A.3(c).

Persons added to the Tenant's household must meet the Authority's eligibility and screening criteria as defined in the Admissions and Occupancy Policies. New household members must be suitable tenants, and will be screened by the Authority to determine suitability. The Tenant must understand that the approval of additions to the household is not automatic.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children (age 18 or older) to move back into the unit unless it is determined that the move is essential for the mental or physical health of the tenant AND it does not disqualify the family from the size unit it is currently occupying.

- B. Rent Adjustments due to Re-determinations – The Tenant will be notified in writing of any resultant 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 reported change in circumstances, provided the Tenant reported the change in a timely manner, as specified above.

2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the adjustment will become effective the first day of the second month following the month in which the change was reported.

3. In the case of a rent increase due to misrepresentation, failure to report for reexamination, 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 will apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation or failure to report occurred.

4. Tenant will not be required to pay retroactive rent charges caused by miscalculations on the part of the Authority.

C. Transfers

1. Tenant agrees that if the Authority determines that the size or design of the premises is no longer appropriate to Tenant's needs, or does not conform to the Occupancy Standards as described in the Admissions and Occupancy Policies, the Authority may send the Tenant a 15 day Notice of Transfer. Tenant further agrees to accept a new Lease for a dwelling unit of the appropriate size or design.
2. The Authority, if it deems appropriate, may move a Tenant into another unit if it is determined necessary to rehabilitate the Tenant's unit or provide proper facilities for the family's care and well-being or to provide proper facilities for handicapped or disabled persons.
3. If a Tenant makes a written request for special unit features in support of a documented disability or handicap, the Authority shall have the choice to modify Tenant's existing unit or transfer Tenant to another unit with the features requested.
4. A tenant without disabilities or handicaps 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. This provision shall be covered by a Lease Rider executed by the tenant and the Authority at the time of occupancy.
5. Tenant is required to move into the dwelling unit made available by the Authority and has 15 days time in which to move following the execution of the new Lease. If Tenant refuses to move, the Authority may terminate the Lease in Accordance with Section XVI.
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 transfers priorities established in the Admissions and Occupancy Policies.

X. AUTHORITY'S OBLIGATIONS

The Authority shall be obligated:

- A. To maintain the premises and the project in a decent, safe, and sanitary condition.
- B. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- C. To make necessary repairs to the premises.
- D. To keep project buildings, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including elevators supplied or required by the Authority.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the premises by the Tenant as required in Section XI, paragraph of this Lease.
- 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 to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- H. To notify Tenant in writing 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 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 Section XVI. (B) and (C) of this Lease 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 to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

XI. TENANT'S OBLIGATIONS

Tenant shall be obligated to the following, which are deemed to be material conditions of this Lease:

- A. Not to assign this Lease, nor sublet or transfer possession of the premises.
- B. Not to give accommodation to boarders or lodgers (as defined in the Lease).
- BB. To refrain from, and to cause household and guests to refrain from removing, damaging, disabling or tampering with any smoke detector or fire prevention equipment.
- C. To use the premises solely as a private dwelling for tenant and tenant's household as identified in Part II of the Lease, and not to use or permit its use for any other purpose unless expressly permitted by the Authority in accordance with Section I. (b) of this Lease.

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 Occupancy standards, and written approval has been received from the Authority.

- CC. To notify the Authority immediately of any broken, disabled or malfunctioning smoke detector.
- D. To abide by necessary and reasonable regulations as declared by the Authority to the Tenants from time to time for the benefit, and well-being of the housing project and the Tenants. These regulations are incorporated by reference in this Lease. A copy of the regulations is posted in a conspicuous manner in the project office, additional copies are available upon request. Violation of such regulations constitutes a violation of the Lease.
- E. To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- F. To keep the premises and such other areas as may be assigned to the tenant for his/her exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways directly in front of your unit free from snow, ice, and trash. Exemptions from this requirement will be made for cause shown.
- G. To make no alterations or repairs or redecorations to the interior or exterior of the premises or to the equipment, or 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 adhesive picture hangers, or fasteners in or on any part of the premises. In addition, Tenant shall not:
 - 1. Apply contact paper, cork tiles, or mirror tiles to any interior surface area, fixture, or appliances in the premises;

2. Install any floor coverings, such as carpet, tile, linoleum, or sheet vinyl, that require glue, nails, or adhesives to be applied to the existing floor of the premises. The Tenant is permitted to lay loose carpeting over existing floor surfaces; or
 3. Deface the exterior or interior surfaces of any appliance provided by the Authority.
- H. To give prompt prior notice to the Authority of tenant's leaving premises unoccupied for any period exceeding one calendar week. Said notice shall not render the Authority responsible for any personal property of any nature or description left in or on the Leased premises during the tenant's absence.
- I. To assure that the Tenant members of his or her household, guests, or other persons who are on the premises with Tenant's consent, conduct themselves in a manner which will:
1. Not disturb Tenant's neighbors peaceful enjoyment of their accommodations; and,
 2. Any curfew laws for the municipality in which the housing development is located shall be enforced. Violations of those laws shall be deemed to be a material violation of the terms of the Lease.
 3. Be conducive to maintaining the project in a decent, safe, and sanitary condition.
- J. To assure the Tenant, any member of the Tenant's family, household, any guest, or any other person under the 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;
 2. Any drug-related criminal activity on or near such premises. Any criminal activity 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 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 Substance Act.)
- K. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in a abusive or threatening manner towards Authority staff.
- L. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project.
- M. Except for normal wear and tear, the Tenant agrees to pay reasonable charges as posted in the Project Office for repair of damages to the Leased premises, project buildings, facilities or common areas caused by the Tenant, his household or guests, or by Tenant's failure to report needed repairs in a timely manner. Charges will be in accordance with the Schedule of Maintenance Charges as posted in the Project Offices. Any damage to the premises which is not described in the written report of inspection signed or initialed by the Tenant prior to the Tenant's occupancy will be presumed to have been caused by Tenant.

The Tenant is required to report any incident of vandalism or damage to the premises to the Authority or Police Department. The tenant must notify the Authority/Police immediately and, if possible, identify the person(s) involved. Failure to notify the Authority or the Police concerning damage to their premises may result in Tenant liability for the cost of the repairs.

N. WEAPONS

1. Not to display or use, or allow members of the Tenant's household or guest to display or use any firearms, BB guns, sling shots, other offensive weapons, or paraphernalia as defined as by the laws and courts of the State of Pennsylvania in a manner that endangers life or property.
 2. All firearms stored on the premises must be secured in a locked gun cabinet or locked gun cabinet or locked storage container. Key type locks will also be considered as an acceptable means of securing weapons. All firearms must be unloaded when stored.
 3. To provide the Authority with a copy of the applicable permit or registration as required by State or Federal Law for any weapon or firearm kept on the premises, and to register with the Authority any weapons or firearms kept on the premises.
- O. To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.
- P. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- Q. To avoid obstructing sidewalks, areaways, galleries, passages, or stairs, nor use these for purposes other than entry to the premises or exit therefrom.
- R. To refrain from erecting or hanging radio or television antenna on or from any part of the premises.
- S. To refrain from placing signs 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.
- T. Tenant or member of Tenant's Household may be permitted to have one (1) pet per household provided that Tenant or member of Tenant's household abides by the rules and requirements for the keeping of pets contained in the Authority Pet Policy. A violation of the Authority Pet Policy shall be deemed a violation of the Lease Agreement and may result in an eviction or other appropriate remedy available to the Authority under the terms of the Lease Agreement.
- U. To remove from Authority property any vehicles without current license tags and valid inspection sticker. To refrain from parking inoperable vehicles in any right-of-way or fire lane designated and marked by the Authority. Automobile repairs are not permitted on project site.

Inoperable or unlicensed vehicle or vehicles without valid inspection stickers or tags, as described above, will be removed by the Authority at the Tenant's expense.

- V. To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of the Tenant's household or guests to refrain from, littering or throwing trash and debris in common areas.
- W. To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the premises. Property left in the unit shall be considered abandoned and will be disposed of by the Authority. Costs for disposal of property left in the unit shall be assessed against the Tenant. The Authority assumes no responsibility or liability for any personal property remaining on the premises.
- X. To use reasonable care to keep the premises in such condition as to ensure proper health and sanitation standards for himself, his household and his neighbors. TENANT SHALL PROMPTLY NOTIFY THE AUTHORITY OF KNOWN NEED FOR REPAIRS TO THE PREMISES, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and ground 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.

The Tenant shall cooperate fully in any Authority pest control efforts.

- Y. To comply with the provision of any rider attached to and incorporated in this Lease; such rider may include provisions requiring the Tenant to perform certain specified seasonal maintenance or other maintenance tasks as permitted by the nature of the design and construction of the building, provisions requiring non-handicapped persons living in handicapped accessible units to move to a non-accessible unit, etc.
- Z. Not to commit any fraud in connection with any Federal housing assistance program; and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- AA. To comply with the Community Service Requirement as outlined in the Authority's Admission and Occupancy Policy. Failure to comply with the Community Service Requirement may result in the Authority not renewing the Annual Residential Lease Agreement.

XII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the premises are 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 of receiving notice from the Tenant, provided, if the damage was caused by the Tenant, Tenant's household, or guests, the reasonable cost of the repairs shall be charged to the Tenant.

- B. The Authority shall offer standard, alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable period of time.
- C. In the event repairs cannot be made by the Authority as described above and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, Tenant's household, or guests.
- D. If the Authority determines that the premises are untenable such that there is imminent danger to the life, health, and safety of the tenant, and alternative accommodations are unavailable or refused by the Tenant, this Lease shall terminate and any unassessed rent will be refunded to the Tenant.

TENANT RESPONSIBILITIES

- A. The Tenant shall immediately notify the Manager in writing, of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that the Tenant believes he/she is justified in abating rent. 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.

XIII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS

- A. Pre-Occupancy Inspection – The Authority and the Tenant or his/her representative will be obligated to inspect the dwelling unit prior to occupancy by the Tenant. The Authority will give the Tenant a written statement of the condition of the premises, interior and exterior as applicable, and any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in the Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to the Tenant.
- B. Pre-Termination Inspection – The Authority will inspect the unit at the time Tenant vacates the unit and give the Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or his representative may join in such inspection, unless the Tenant vacates without notice of the Authority.

XIV. ENTRY OF PREMISES DURING TENANCY

- A. Tenant Responsibilities
 - 1. Tenant agrees that the duly authorized agent, employee, or representative of the Authority will be permitted to enter Tenant's dwelling unit during reasonable hours (9:00 A.M. to 4:00 P.M.) for the purpose of performing routine inspections, maintenance, making improvements or repairs, or showing the unit for releasing, upon notice as required below.
 - 2. When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to the Tenant. If Tenant is absent from the premises when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

B. Authority's Responsibilities

1. The Authority is permitted to enter a dwelling unit during reasonable hours only upon two (2) days advance written notice to the Tenant for the purposes specified in A(1) above. Response to requests by Tenants for repairs and services would NOT require two (2) days notice.
2. The Authority may enter the Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
3. In the event that the Tenant and all adult members of his or her household are absent from the dwelling unit at the time of entry, the Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XV. NOTICE PROCEDURES

- A. Tenant Responsibility – Any notice to the Authority must be in writing, delivered to the Project Office or sent by prepaid first-class mail, properly addressed to the Authority's central office.
- B. Authority Responsibility – Notice to the Tenant must be in writing. At the Authority's discretion the Notice can be: (i) hand delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling unit; (ii) sent by prepaid first-class mail; (iii) posted upon the premises as provided by State Law; or any combination of the three.
- C. Return receipt for Registered or Certified mail 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.
- E. 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 prepaid.

XVI. TERMINATION OF THE LEASE

Management shall not terminate or refuse to renew this Lease other than for serious or repeated violation of material terms of the Lease such as failure to make payments due under the Lease or for other good cause. Any violation of Article XI, *TENANTS OBLIGATIONS*, shall be constituted good cause.

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

- A. This Lease may be terminated by the Authority 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 the Tenant obligations set forth in Section XI above or for other good cause.

Such serious or repeated violation of material 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 3:00 P.M. on the first of the month. Four such late payments in any 12 month period shall constitute repeated late payment.
3. Failure to comply with the housekeeping standards established by the Authority in Section XX of this Lease;
4. Failure to pay gas, electric, or other bills when the Tenant is responsible for paying such bills directly to the supplier of utilities;
5. Serious or repeated interference with the rights of staff or other tenants;
6. Misrepresentation of family income, assets, or composition, or failure to report changes in family income, assets, or composition as required by this Lease.
7. Failure to report to the re-examination interview or failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual re-examinations or interim redeterminations.
8. Serious or repeated damage to the premises, creation of physical hazards in the unit, common areas, grounds, or parking areas of the project site.
9. Any criminal 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 housing premises by other residents, or any drug-related criminal activity on or near Authority property. Drug-related criminal activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute, or use of any controlled substance.
10. Evidence that any tenant, family member and/or guests have been involved in drug activity.
11. Illegal weapons or drugs seized in an Authority unit by a law enforcement officer.
12. More than one fire on Authority premises caused by carelessness or unattended cooking.
13. Violation of any Tenant Obligation under Article XI.
14. The Scranton Housing Authority has a "**Zero Tolerance**" Policy with respect to violations of Lease terms regarding criminal activity.
15. Any evidence that any tenant, family member, and/or guest tampered with, disable, removed or damaged any smoke detector or fire prevention equipment.

16. Any evidence that any tenant failed to maintain the smoke detector in proper working condition.
- B. Notice of Lease Termination – The Authority shall give written notice of the proposed termination of the Lease directing the tenant to remove from the premises at the expiration of the time specified in the notice under the following circumstances:
1. Ten (10) days in the case of criminal activity which threatens other residents or Authority employees or any violent or drug-related criminal activity.
 2. Fourteen (14) days in the case of failure to pay rent; and
 3. Thirty (30) days in all other cases.
- 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 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 Procedure.
 3. Any notice to quit 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 Quit 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 him, and he may be required to pay the costs of court and attorney's fees if the Tenant loses the case.
 4. When the Authority is required to offer the 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 Quit under State or Local Law has expired) until the period to request a hearing has expired; or (if a hearing is requested) the grievance process has been completed.
 5. The Housing Authority has determined that it is not necessary to offer the tenant the opportunity for a hearing under the Grievance Procedure when the Tenant is being evicted for criminal activity which threatens other tenants or Authority employees, or for drug-related criminal activity. Under these circumstances, the Notice of Lease Terminations shall:
 - (a) state that Tenant is not entitled to a grievance hearing on the termination;
 - (b) specify the judicial eviction to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and

(c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity as described in the Authority's Admissions and Occupancy Policy.

6. The Authority may evict the tenant from the unit by bringing a court action.

Attorney, Court and Eviction Costs – Tenant will be charged for court costs including reasonable attorney's fees the court may award whenever the Authority incurs costs and attorney fees in connection with legal proceedings in which the Tenant does not prevail in the court action. In the event of an eviction, the Tenant gives the Authority permission to remove from the unit and then from the public way and store any personal property left in the unit and to dispose of such property as prescribed by law and agrees that the Tenant will be responsible for the actual costs for removing any personal property from the unit, and any other reasonable costs directly associated with the eviction.

- D. Tenant may terminate this Lease at any time by giving fifteen (15) days written notice as described in Section XV, 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 prescribed 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 prescribed 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, including drug related criminal activity, the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit. This action will be taken so that the post office will terminate delivery of mail for such persons at the unit, and such persons will not return to the development for pickup of the mail.

- G. Lease Termination and the Grievance Process

1. The Authority reserves the right to exclude from the Grievance Procedure any proposed eviction concerning criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the Authority; or a drug-related criminal activity on or near any of the Authority's premises.

2. The Grievance Procedure is not applicable to disputes between tenants not involving the Authority or to class grievances. The Grievance Procedure is not a forum for initiating or negotiating policy changes between a group or groups of tenants and the Authority's Board of Commissioners. A copy of the Grievance Procedure is provided with this Lease.

3. If a tenant has requested a grievance hearing on a complaint involving a notice of proposed termination of the Lease, and the hearing officer or hearing panel upholds the

Authority's action to terminate the tenancy, the Authority shall not commence an eviction action until it has complied with State Law and served a Notice to Quit on the tenant as described in H below.

4. In no event shall the Notice to Quit be issued prior to the decision of the hearing officer, or the hearing panel decision having been mailed, or delivered to the complainant.
- H. The Notice to Quit – If the Tenant does not request a grievance hearing, the Tenant is still entitled to a written Notice to Quit as required by the State of Pennsylvania Landlord Tenant Statutes. The Notice to Quit will be delivered/sent to the tenant along with the Notice of Lease Termination required in paragraph XIV B above. The Notice to Quit and the Notice to Vacate shall run concurrently.

The Notice to Quit will specify that:

1. The Tenant has not less than ten (10) no more than fifteen (15) working days to remove him/herself from the premises;
2. If the Tenant fails to quit the premises with the period specified in H 1. above, appropriate action will be brought in accordance with the State Landlord Tenant Law; and,
3. The Tenant may be required to pay the costs of court and attorney's fees incurred by the Authority in order to bring such action.

Should the Tenant fail to vacate in the time specified in the Notice to Quit, the Authority will file a Landlord and Tenant complaint to regain possession of the unit. If judgment is entered in favor of the Authority, Tenant agrees to pay court costs and reasonable attorney's fees.

XVII. WAIVER

- A. Waiver by the Authority of a breach of this Lease or the requirements of any section of the Lease or requirements made a part of this Lease by amendment shall not be construed as a waiver of the section or condition itself.
- B. A waiver of Lease requirements, based on the individual circumstances of the Tenant family, does not mean that:
 1. any subsequent breach of the Lease by the Tenant is waived; or
 2. that any other covenant, agreement or condition established between the Authority and the Tenant, or other Tenants, is waived.
- C. If the Tenant violates the terms and conditions of this Lease and such violations are not brought immediately to the attention of the Authority, the Authority upon learning of such violations may take the appropriate action provided for in the Lease.
- D. Past Tenant violations, which are not acted upon by the Authority, shall not constitute a waiver of subsequent similar violations.

XVIII. CHANGES AND NEW LEASES

THIS LEASE, together with the rules, regulations and policies promulgated and approved by the Authority, inclusion cited herein, Tenant's application for admission, Tenant's statements of income and of family composition, and notices of future rent adjustments evidence the entire agreement between the Authority and Tenant.

- A. Modification of this Lease must be accompanied by a written amendment or rider to the Lease executed by both parties, except for matters involving rent determinations and posted policies, rules and regulations. The Authority reserves the right to change this Lease from time to time, at its option.
- B. The Authority shall provide at least thirty (30) days written notice to the Tenant setting forth any proposed changes in the Lease. Tenant shall have an opportunity to present written comments which, subject to the requirements of law, shall be taken into consideration by the Authority.

XIX. GRIEVANCE PROCEDURE

All disputes concerning the obligations of Tenant or appeals arising under this Lease, shall be resolved in accordance with the Authority's Grievance Procedure in effect at the time such dispute or appeal arises. The procedures are posted in all Project Offices and incorporated herein for reference. A copy is provided with this Lease document.

XX. 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 have 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 the Tenant in writing if he/she fails to comply with the standards. The Authority will advise the Tenant of the correction(s) required to establish compliance. Within two (2) weeks, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms.
- B. **Tenant Responsibility:** The Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a violation of the Lease terms and can result in eviction.
- C. **Housekeeping Standards: Inside the Apartment**

GENERAL

- 1. **Walls:** should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- 2. **Floors:** should be clean, clear, and free of hazards.

3. Ceilings should be clean and free of cobwebs.
4. Windows: should be clean and not nailed shut. Shades, where permitted, should be intact.
5. Woodwork: should be clean, free of heavy dust accumulation.
6. Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
7. Heating units, duct work, and vents: should be dusted, free of debris, and access uncluttered.
8. Trash: shall be disposed of properly and not left in the unit.
9. Entire unit should be free of rodent or insect infestation.
10. The entire unit shall be kept clean and odor free.

KITCHEN

1. Stove: should be clean and free of food and grease.
2. Refrigerator: should be clean. Freezer door should close properly and freezer should have no more than one-half 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.
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: Small quantities of trash and garbage shall be kept in a covered kitchen wastebasket 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.
3. Lavatory: should be clean.

4. Exhaust fans: should be free of dust.

STORAGE AREAS

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

D. Housekeeping Standards: Outside the Apartment

1. Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
2. Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
3. Steps (front and rear): should be clean and free of snow, ice, and other hazards.
4. Sidewalks: should be clean and free of snow, ice and other hazards.
5. Storm doors: should be clean.
6. Parking lot: should be free of abandoned cars. There shall be no car repairs in the lots, without permission of the Authority.
7. Hallways: should be clean and free of hazards.
8. Stairwells: should be clean and uncluttered.
9. Laundry areas: should be clean and neat. Remove lint from dryers after use.
10. Utility room: should be free of debris, motor vehicle parts, and flammable materials.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON BOTH PARTS OF THE LEASE.)

THIS LEASE is executed this _____ day of _____, 20____ FOR THE SCRANTON HOUSING AUTHORITY BY:

Signature

Title

FOR THE TENANT BY:

Head of Household
