

**GLOVERSVILLE HOUSING AUTHORITY
GLOVERSVILLE, NEW YORK 12078**

DWELLING LEASE

Resident: _____

Development: _____

Address: _____

Date of Occupancy: _____

WITNESSETH THAT:

The Housing Authority, a corporate body organized and existing under the laws of the State of New York hereafter referred to as the "PHA," relying upon the representations made to it by the Resident as to his/her household composition, employment and income of head of household and members of the household does hereinafter enter into this Lease for the above referenced dwelling upon the following terms and conditions:

I. FAMILY COMPOSITION:

Resident agrees that the persons identified below are the only members of his/her household who will reside at the leased premises:

Names	Relationship	Social Security Number	Date of Birth
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

II. INITIAL PERIOD OF LEASE AND RENEWAL:

The lease shall begin on _____ and end on the same calendar day of the same month one year hence. The Lease shall be automatically renewable for a successive term of one (1) year unless the community service requirement is not fulfilled or unless terminated sooner by PHA or Resident as hereinafter provided.

Each Resident must contribute eight (8) hours per month of community service (not including political activities), unless otherwise exempt. The 8 hours each month requirement can be a combination of PHA-approved community service or economic self-sufficiency activities.

III. PAYMENTS DUE UNDER THE LEASE:

The amount of rent is subject to change as determined by PHA in accordance with federal regulations during the term of the Lease. Rent below is ☐ flat market-based ☐ income-based. Residents will be given an annual rental choice of paying a flat rent or income based rent. If a switch is made from flat-market based to income-based, the resident must continue paying the income-based rent until the next scheduled reexamination period.

- A. Rent for the period beginning _____, _____, and ending at midnight on _____, _____, is \$ _____. Thereafter, monthly rent in the amount of \$ _____, will be due on the first day of each month. Payments made as rent will be applied to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed. This shall not be construed to require the acceptance by the Authority of rent payments tendered for a period subsequent to the expiration of a notice to terminate.

If the PHA files summary ejectment papers for nonpayment of rent against the Resident three (3) months in succession, it shall be considered a serious and repeated violation of this Lease agreement, a condition under which the PHA may immediately issue a notice of termination in accordance with Section XII (B) herein.

- B. **Security/Pet Deposit:** Resident agrees to pay a security deposit in the amount of \$ _____ and a pet deposit (if applicable) of \$ _____. Resident agrees to make partial payments of \$ _____ at the signing of the Lease and \$ _____ with each month's rent until the security deposit is paid in full, but not to exceed ninety (90) days from the date of Lease.

The deposit is to be applied against any damage done to the premises by the Resident, his/her household, guest or agent, normal wear and tear excepted. Upon termination of this Lease, the deposit is to be refunded to the Resident or to be applied to any damage or rent delinquency, attorney's fees, court or eviction costs, or unpaid service charges.

- C. **A schedule of charges to residents for maintenance and repair beyond normal wear and tear and utility charges for major appliances shall be posted in the management office and incorporated herein by reference. Charges are due and payable on the date stated in the notice in which the charge is made, but not sooner than 14 days after delivery of the notice.**

- D. **Late Charges:** All Rent not received in full by the 5th working day of the month will be assessed a late charge of \$20.00 being added to the Resident's rent. Any returned check will result in a service charge in the amount the bank charges the PHA being added to the Resident's rental account. The PHA reserves the right to refuse to accept further personal checks from the Resident after one personal check has been returned as a result of insufficient funds.

- E. **Attorney, Court and Eviction Cost:** Resident will be charged a fee to cover costs and/or reasonable attorney's fees the court may award whenever the PHA incurs costs and attorney fees in connection with legal proceedings in which the Resident does not prevail in the court action. In event of an eviction, the Resident gives the PHA permission to remove from the unit and then from the public way any personal property left in the unit and to dispose of such property as prescribed by law and agrees that the Resident will be responsible for the actual costs for removing any personal property from the unit, and any other costs directly associated with the eviction.

- F. **The PHA agrees to furnish the following utilities: Heat, hot and cold running water, gas and/or electricity for cooking, and electricity for lighting and general household appliances. No charge will be imposed for providing these utilities, except that if Resident's consumption of these utilities shall exceed the allowable amounts during any monthly utility billing period, the PHA may charge Resident for excess utility consumption above and beyond the allowances published by the PHA for such utilities where each unit is individually metered. Amounts billed for excess utility consumption shall be due and payable to the PHA on the first day of the second month following usage. The PHA will not be responsible for failure to furnish utilities by reason of any cause beyond its control.**

IV. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

- A. **Annual Reexamination:** Once each year the PHA will request in writing that the Resident furnish required information to a designated location in order for the PHA to reexamine the income of the Resident's family, the family composition, and the family size, so the Authority can determine if any adjustment in the monthly rental amount is required, or if the size of the unit is no longer appropriate for the needs of the family. At any time during the term of this Lease, the Resident may request reasonable accommodation of a handicap of a household member including reasonable accommodation so that the Resident can meet Lease requirements or other requirements of residency. If, during the term of this Lease, the Resident by reason of physical or mental impairment is no longer able to comply with the Lease, and the PHA cannot make any reasonable accommodation that would enable the Resident to comply with the Lease, the Resident would be required to move from his/her dwelling unit.

The Resident agrees to report to the PHA, within 30 days after receiving a written notice of reexamination, the income from all sources of each family member and such other information as may be necessary in determining the rent in accordance with HUD regulations and for determining whether the size of the unit continues to meet the family's need.

The Resident agrees to transfer to an appropriate size unit based on the size and composition of the family after receiving notice by the PHA that such an apartment is available in instances where:

1. The family size and composition no longer conforms to the requirements set forth in the PHA's Admission and Occupancy Policy.
2. It has become necessary for the PHA to rehabilitate or modernize the dwelling unit.
3. The Resident has made a request for special dwelling unit features in support of a documented disability or handicap. In such cases, the PHA shall have the choice to modify the Resident's existing dwelling unit or to transfer the Resident to another dwelling unit.

4. The Resident is without disability or handicap and occupies a dwelling unit which has special features designed for persons with disability or handicap.

Any adjustment in the Resident's rent as determined by the annual reexamination of income shall become effective on the reexamination date for the Resident. The PHA shall provide the Resident with a minimum of 30 days advance notice of any adjustment in rent as a result of the annual reexamination. The notice shall be in writing and subject to the provisions set forth in Section XI herein.

If the PHA determines that the Resident must transfer to another unit based on family composition, the PHA shall notify the Resident that the Resident may ask for an explanation stating the specific grounds of the PHA determination and that if the Resident does not agree with the determination, the Resident shall have the right to a hearing under the PHA's grievance procedure.

- B. **Interim Redetermination of Rent:** The Resident agrees to report to the PHA any of the following changes in family circumstances within ten (10) days of their occurrence. Families must report all changes in household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the PHA of the family member being added to the Lease.

Interim Reexamination Policy - Establishing Rents Between Regularly Scheduled Reexaminations

1. If families elect to pay income-based rent, the TTP Tenant Rent will remain in effect for the period between regularly scheduled reexaminations except:

The tenant must report all changes in the household composition.

The tenant may report any of the following changes which would result in a decrease in the tenant's rent:

- Decrease in income.
- Increase in allowance or deductions.

Decreases in the tenant portion of the rent will be effective the first day of the month following the month in which the change occurs or following the month in which the PHA was notified, whichever comes later.

The tenant must report any of the following factors which could result in an increase in rent:

- A change of source of income, such as moving from welfare benefits to employment income.
- Change in family (which could provide additional income to the household or reduce the deductions and allowances for which the family qualifies).
- Receipt of a deferred payment in a lump sum which represents the delayed start of a periodic payment such as unemployment or social security benefits.

Any other changes reported by tenants electing to pay income-based rent, other than those listed above, will not be processed between regularly scheduled annual reexaminations.

2. For families electing to pay flat rent, the flat rent will remain in effect for the period between regularly scheduled reexaminations.

For families that are paying flat rents, the PHA will review the income of such family not less than once every three years.

The tenant must report all changes in the household composition.

3. If the family has elected to pay the PHA's flat rent, the PHA shall immediately allow the family to pay the income-based rent if the family is unable to pay the flat rent because of hardship.

Hardship includes:

- Income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income of other assistance.
- Loss of or reduction of employment pertains only to adult members of the household.
- Death in the family pertains to:
 - Death in the immediate family (parents, grandparents, children); or
 - Verification that family paid all or significant part of funeral expenses; or
 - Verification that family paid for travel expenses (airfare, hotel expenses to travel, and/or unpaid leave from employment).
- An increase, because of changed circumstances, in the family's expenses for medical costs, childcare, transportation, education, or similar items must exceed 3% of the family's gross annual income.

If the family has switched from flat rent to income-based rent because of hardship, the family shall remain on income-based rent until the next scheduled annual reexamination, at which time the PHA shall allow the family to elect whether to pay flat rent or income-based rent.

Interim adjustments in rent shall become effective as follows:

1. Increases in rent shall become effective:

- (a) On the first day of the month following the correction of an error.
- (b) On the first day of the second month following the increase in family income.

2. Decreases in rent shall become effective:

- (a) On the first day of the month following the reporting of a decrease in family income.
- (b) On the first of the month following the reporting of a change in family size.
- (c) On the first of the month following the correction of an error made at a previous rent determination and shall be retroactive back to the time the rent began to be incorrectly charged.

- C. Failure to Report Changes and/or Misrepresentations: The Resident agrees to report full and accurate information concerning the income of each family member, the family size, and accurate information concerning any deductions from family income in accordance with Section IV (A) and (B).

If the PHA determines that the Resident has not reported information in accordance with Section IV (A) and (B), then the PHA may determine the correct information and charge the Resident retroactively for any difference in the rent which should have been charged and what was actually charged.

If the PHA determines that the Resident did willfully and intentionally report inaccurate income or withhold information, then the PHA may charge the Resident in accordance with Section IV (C) and may terminate this lease agreement.

V. OCCUPANCY:

The Resident shall have the right to exclusive use and occupancy of the leased premises. Guests or visitors of the Resident may be accommodated no more than 36 hours in any one week. "Guest" means a person in the unit with the consent of a household member. If any visit will extend beyond 36 hours, the Resident must get permission from the PHA, stating the reasons for the extended visit, which must be authorized in writing by the PHA.

VI OBLIGATIONS OF PHA:

A. The PHA shall be obligated, other than for circumstance beyond its control, as follows:

1. To maintain the premises in decent, safe and sanitary condition.
2. To comply with requirements of applicable building codes, housing code, and HUD regulations materially affecting health and safety.
3. To make necessary repairs to the premises.
4. To keep development buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
5. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities including PHA appliances.
6. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual resident household) for the deposit of garbage, rubbish and other waste removed from the premises by the Resident in accordance with Paragraph VII (H).
7. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat and hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
8. To provide for a pest control program which shall include application of pest control substances by the PHA or the PHA's agent as needed.
9. To notify the Resident of the specific grounds for any proposed adverse action by the PHA. (Adverse action includes, but is not limited to, a proposed lease termination, transfer of the Resident to another unit, or imposition of charges for maintenance and repair, or for consumption of utilities.)

B. When the PHA is required to afford the Resident the opportunity for a hearing under the PHA's grievance procedure for a grievance concerning a proposed adverse action:

1. The notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination, a Notice of Lease Termination in accordance with HUD's Code of Federal Regulations 24 CFR. Sec. 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 PHA shall not take the proposed action until the time for Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the resident) the grievance process has been completed.

VII OBLIGATIONS OF THE RESIDENT:

The Resident shall be obligated as follows:

- A. Not to assign the Lease or to sublease or transfer the possession of the premises.
- B. Not to provide accommodations for boarders or lodgers.
- C. Resident shall have the right to exclusive use and occupancy of the dwelling unit for Resident and other household members listed on the Lease. With the prior written consent of the PHA, members of the household may engage in legal profit making activities in the dwelling unit incidental to the residential use.
- D. To abide by necessary rules and regulations issued by the PHA for the benefit and well-being of the housing development and the Resident, and said regulations shall be posted in the PHA office. Violation of such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provision of this Lease, the provision of this Lease shall govern. Regulations and policies are also listed in the Resident Handbook and the PHA's Admission and Continued Occupancy Policy.
- E. To comply with all obligations imposed on Residents by applicable provisions of State law and by building and housing codes materially affecting health and safety.

- F. To keep dwelling unit and such other areas as may be assigned to Resident for Resident's exclusive use in a clean and safe condition.
 - G. To provide reasonable care of smoke detectors to assure they are in working order.
 - H. To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner. Residents will be charged if it becomes necessary for maintenance personnel to separate garbage from items to be recycled.
 - I. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators, if applicable.
 - J. To refrain from and to cause household and guests to refrain from destroying, defacing, damaging or removing any part of the premises or development.
 - K. To conduct himself/herself and cause other persons who are on the premises with the Resident's consent to conduct themselves in a manner which is legal, orderly and which will not disturb Resident's neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition.
 - L. That the Resident, any member of the Resident's household, a guest, or another person under the Resident's control shall not engage in:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing dwelling unit by other residents or employees of the PHA.
 - 2. Any drug-related criminal activity on or off the 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 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. Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Any violation of this Lease agreement which involves criminal activity (items (1), (2), and (3) above) shall be cause for termination of this Lease Agreement and for eviction from the leased dwelling unit.
- M. To keep no animal in the dwelling unit that is not a common household pet; however, this does not preclude the Resident from keeping an animal which has special training to help the Resident or a member of the Resident's household to cope with a physical impairment. Any preclusion is subject to the condition that the Resident has satisfactorily provided documented evidence to the PHA regarding the training of the animal and physical impairment. The keeping of a pet by any Resident must be approved first by the PHA, be in accordance with the established PHA's Pet Policy for the development, and approved by HUD.
 - N. To pay charges (other than for normal wear and tear) for the repair of damages to the premises, development building, facilities or common areas caused by the Resident, Resident's household or guests, in accordance with a schedule of charges as posted in the PHA office and as modified from time to time. Any damage to the premises which is not described in the written report of inspection prior to Resident's occupancy will be presumed to have been caused by the Resident. The charges assessed under this paragraph shall become due and payable fourteen (14) calendar days after the PHA gives written notice of the charges.
 - O. To pay charges for excess utilities.
 - P. To permit the PHA, pursuant to the provisions of Section X, entrance to the premises for the purpose of performing periodic inventories and inspection, and performing routine maintenance, making improvements or repairs, or to show the premises for releasing.
 - Q. To promptly report to the PHA any needed repairs to the leased premises.
 - R. To refrain from placing fixtures, signs or fences in or about the premises without prior revocable permission of the PHA in writing.

- S. Not to keep any unlicensed, uninsured or inoperable motor vehicles in the development or to leave any motor vehicles raised off the ground on jacks, blocks, or by other means.
- T. Not to park, and to inform their guests not to park, on sidewalks, on those parts of the development which are not paved, or in any manner which would obstruct the emptying of a dumpster.
- U. Not to make repairs or alterations to the dwelling unit, its equipment or its appliances, including the installation of washing machines, ceiling fans, clothes dryers, TV or radio antennas, wall paper, wall tiles, contact paper, fences, changing door locks, or placing signs on, in, or about the dwelling unit, without the written permission of the PHA.
- V. To keep paper, trash, cans, bottles, and other such debris picked up from the front, rear, and side yards of the leased premises.
- W. To cooperate with the PHA in providing for pest control and maintenance in the development. Residents not cooperating with the PHA's pest control program will be charged for a call back of the exterminator.
- X. To hold the PHA harmless in instances where the Resident's property is damaged, including carpets or rugs, unless the PHA has been proven negligent with respect to the damage.
- Y. Not to perform any major repairs such as engine overhauls, transmission repairs, etc., nor to perform any oil changes or lubrication of any motor vehicle when the vehicle is located in the development.
- Z. To provide temporary or permanent assistance as needed for adequate self care, or to seek temporary or permanent care elsewhere in accordance with medical recommendations, in the event that the Resident or any member of the Resident's household becomes incapacitated.
- AA. Not to use water beds or water mattresses in the leased unit.
- BB. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises. Not to disconnect, damage or otherwise obstruct any smoke or fire alarm installed in the dwelling unit from its proper operation and to report immediately to the PHA upon becoming aware that a smoke or fire alarm is not properly operating. In the event of a fire or other insured peril caused by the Resident, a member of the Resident's household, or invited guests, which may be attributable to the negligence of the Resident, a member of the Resident's household or invited guests, the Resident agrees to pay the cost of repair or replacement attributed to the fire.
- CC. Not to use charcoal grills or any combustible material in breezeways, on balconies or within 10 feet of buildings and combustible materials such as pine straw, pine bark and other landscape materials. Use of gas grills is prohibited.
- DD. To notify the PHA when the Resident and all of the members of the Resident's household will be absent from the dwelling for more than fifteen (15) consecutive days.
- EE. Illegal use or illegal possession of firearms and/or other weapons shall be grounds for eviction.
- FF. To leave the premises upon vacating the premises, clean and in the same physical condition as when the Resident moved into the unit, except for normal wear and tear, and to return the keys to the PHA. Any property left by the Resident in or about the premises after the Resident vacates will be considered as abandoned and may be disposed of as the PHA sees fit.

VIII. DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY:

- A. The Resident shall immediately report any unit damages to the development office.
- B. The PHA shall be responsible for repair of the unit within a reasonable time, provided, that if the damage was caused by the Resident, Resident's household or guests, the cost of the repairs shall be charged to the Resident.
- C. The PHA shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
- D. In the event repairs are not made in accordance with subparagraph (B) of this paragraph, or alternate accommodations are not provided in accordance with subparagraph (C) of this paragraph, rent shall be abated in proportion to the seriousness of the damage and loss suffered by the Resident, provided, however, that no abatement of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the Resident or the Resident's household or guests.

- E. In the event the Resident claims a rent adjustment under the provisions of this section, Resident shall pay to the PHA the entire amount of rent due for the period for which a rent adjustment is claimed, and said rent payment shall be held in escrow pending a decision in accordance with the grievance procedure referred to in Section XIII of this Lease.

IX. PREOCCUPANCY, ANNUAL, AND PRE-TERMINATION INSPECTIONS:

- A. The PHA and the Resident shall inspect the premises prior to occupancy by the Resident. The PHA will furnish the Resident with a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. The statement shall be signed by the PHA and the Resident, and a copy shall be retained by the PHA in the Resident's folder.
- B. The Authority will inspect the unit at least annually to check needed maintenance, Resident housekeeping, and other Lease compliance matters. Resident will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.
- C. At the time the Resident vacates the unit, the PHA and the Resident shall inspect the dwelling unit. If the Resident fails to make arrangements to inspect the dwelling unit within 24 hours after vacating the dwelling unit, then the inspection shall be made by the PHA without the presence of the Resident. A copy of the inspection form shall be mailed to the Resident that lists all charges due to the PHA (if any) in accordance with Section VII (N).

X. ENTRY OF PREMISES DURING TENANCY:

- A. The PHA shall, upon advance notification to the Resident, be permitted to enter the dwelling unit between the hours of 8:00 A.M. and 5:00 P.M. for the purpose of performing inspections, inventories, and maintenance, for making improvements or repairs, or to show the premises for releasing. A written statement specifying the purpose of management entry delivered to the premises at least two days before such entry shall be considered advance notification. If the Resident is visually impaired, all notices shall be in an accessible format.

Response to a request by Resident for repairs and services shall not require two days notice.

- B. The PHA may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists therein.
- C. In the event that the Resident and all adult members of the Resident's household are absent from the premises at the time of entry, the PHA shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

XI. NOTICES:

- A. Except as provided in Section X, notices to the Resident shall be in writing and delivered to the Resident or to an adult member of the Resident's household residing in the dwelling or sent by first-class mail, postage prepaid, in an envelope properly addressed to the Resident and deposited with the United States Postal Service. If the Resident is visually impaired, all notices shall be in an accessible format.
- B. Notice to the PHA from the Resident shall be in writing and, delivered to the PHA's office during regular office hours or sent by first-class mail, postage prepaid, in envelope properly addressed to the PHA's office and deposited with the United States Postal Service.
- C. Notices sent pursuant to this section, by regular first-class mail, postage prepaid, shall be deemed delivered and received on the second business day after depositing the same with the United States Postal Service.

XII. TERMINATION OF LEASE:

- A. The PHA shall not terminate or refuse to renew this Lease other than for serious or repeated violation of material terms of this Lease and shall include but shall not be limited to the following:
1. Obligations of the Resident identified in Section IV and VII of this Lease.
 2. Nonpayment of rent or other charges due under this Lease (utilities, maintenance).
 3. Repeated late payment of rent.
 4. Serious or repeated interferences with the rights of other Residents.

5. Serious or repeated damage to the premises.
6. Alteration, repair, sale, destruction or other disposition of the leased premises or any part thereof.
7. Failure to report a change of income, employment, identity of household members, or failure to provide any other information required by this Lease.
8. Misrepresentation (intentional or unintentional) of any material fact in the application for housing, or in any other statements or documents submitted to the PHA.
9. Keeping an animal in or on the premises in violation of Section VII (M).
10. Weapons or illegal drugs seized in an Authority unit by a law enforcement officer.
11. Any fire on PHA premises caused by the Resident, household members or guests' actions or neglect.
12. Either of the following types of criminal activity by the Resident, any member of the household, a guest or another person under the Resident's control, including but not limited to the following:
 - (a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the PHA's public housing premises by other residents and PHA employees.
 - (b) Any drug-related criminal activity on or off the 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 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.)
 - (c) Alcohol abuse that the PHA determines interferes with other resident's health, safety, or right to peaceful enjoyment of their premises. The PHA will terminate the Lease through the judicial eviction procedure and will not allow for a hearing under the grievance procedure for violations under this paragraph.
 - (d) Protections for Victims of Abuse.
 - (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
 - (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
 - (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
 - (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
 - (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

13. Failure to comply with Community Service Requirement.

B. Serious or repeated violation of any of the rules or regulations applicable to the Resident's dwelling unit or the public housing development as posted and in effect from time to time or those identified in the PHA's Admissions and Continued Occupancy Policy and Resident Handbook.

1. In deciding to evict for criminal activity, the PHA shall have the 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 criminal activity and on the family's neighbors. In appropriate cases, the PHA may permit continued occupancy by the remaining family members and may impose a condition that family members who engaged in the criminal activity will neither reside in nor visit the dwelling unit. The PHA may require a family member who has engaged in the illegal use of drugs to present creditable evidence of successful completion of a treatment program as a condition to being allowed to reside in the dwelling unit.
2. The PHA shall give written notice of termination of this Lease of:
 - (a) 14 calendar days in the case of failure to pay rent.
 - (b) A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other Residents or the PHA's employees.
 - (c) 30 calendar days in all other cases.
3. The notice of Lease termination to the Resident shall state specific grounds for termination, and shall inform the Resident of the Resident's right to make such reply as the Resident may wish. The notice shall also inform the Resident of the right to examine PHA's documents directly relevant to the termination or eviction. When the PHA is required to afford the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the Resident's right to request a hearing in accordance with the PHA's Grievance Procedure.
4. A notice to vacate, which is required by State or local law, may be combined with or run concurrently with a Notice of Lease Termination.
5. When the PHA is required to afford the Resident the opportunity for hearing under the PHA's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State Law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance procedure has been completed.
6. When the PHA is not required to offer the Resident the opportunity for a hearing under the grievance procedure and the PHA has decided to exclude such grievance from the PHA's grievance procedure, the notice of Lease termination shall:
 - (a) State that the Resident is not entitled to a grievance hearing on the termination.
 - (b) Specify the judicial eviction procedure to be used by the PHA for eviction procedure and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
 - (c) State whether the eviction is for a criminal activity or for drug-related criminal activity as described in the PHA's Admissions and Occupancy Policy.
7. Notice to Post Office: When the PHA evicts an individual or family from a dwelling unit for engaging in criminal activity, including a drug-related criminal activity, the PHA 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).

8. The PHA shall provide the Resident a reasonable opportunity to examine, at the Resident's request, before a PHA grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, records and regulations which are in the possession of the PHA, and which are directly relevant to the termination of tenancy or eviction. The Resident shall be allowed to copy any such documents, records and regulations at the Resident's expense. A notice of Lease termination shall inform the Resident of the Resident's right to examine the PHA's documents, records and regulations concerning such Resident's termination of Tenancy or eviction. The PHA shall proceed with an eviction proceeding only after making such documents available for examination upon request by the Resident in accordance with this section.
9. This Lease may be terminated by the Resident at any time by giving thirty (30) calendar days advance written notice, to become effective on the last day of the month in which the 30th day of such advanced written notice falls, to the PHA in the manner specified in Section XI(B). Failure to provide the required 30 day written notice will result in the security deposit being forfeited.

XIII. GRIEVANCE PROCEDURE:

All disputes concerning the obligations of the Resident or the PHA shall be received in accordance with the PHA Grievance Procedure which shall be in compliance with HUD regulations.

- A. If the PHA is required to offer the Resident the opportunity for a grievance hearing under the PHA's grievance procedure for a grievance concerning a Lease termination, the Lease shall not terminate until the period to request a hearing has expired or the grievance process has been completed.
- B. If the PHA is not required to offer the Resident the opportunity for a hearing under the grievance procedure and if the PHA has decided to exclude such grievance from the PHA grievance procedure (which can only be done following a Due Process Determination by HUD), the notice of Lease termination shall:
 1. State that the Resident is not entitled to a grievance hearing on the termination;
 2. Specify the judicial eviction procedure to be used by the PHA 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
 3. State whether the eviction is for any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the other residents or employees of the PHA, or for drug-related criminal activity on or off the premises.

XIV. WAIVER:

Modifications of this Lease must be accompanied by a written rider to the Lease executed by the PHA and the Resident, except for rent determinations, eligibility for low-rent housing, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules and regulations which are incorporated in the Lease by reference. Matters incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the PHA's office and a copy shall be furnished to Resident on request. If such schedules, rules and regulations are modified, the PHA shall give at least 30-day written notice to each affected Resident setting forth the proposed modification, the reasons therefor, and provide the Resident an opportunity to present written comments which shall be considered by the PHA prior to the effective date of the proposed modification.

XV. HOUSEKEEPING STANDARDS:

In an effort to improve the livability and conditions of the apartments owned and managed by the PHA, uniform standards for resident housekeeping have been developed for all resident families.

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

(b) **Resident Responsibility:** Resident is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that 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 Unit**

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 with shades or blinds intact.
- (5) Woodwork should be clean, free of dust, gouges, or scratches.
- (6) Doors should be clean, free of grease and fingerprints, with functional locks.
- (7) Heating units should be dusted 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.

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 not have excessive ice build up.
- (3) Cabinets should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.
- (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 mold and mildew. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory should be clean.
- (4) Exhaust fan 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 Unit

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 the Tenant:

- (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 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. There should be no car repairs in the lots.
- (7) Hallways should be clean and free of hazards.
- (8) Stairwells should be clean and uncluttered.
- (9) Laundry areas should be clean and neat. Remove lint from dryers after use.
- (10) Utility room should be free of debris, motor vehicle parts, and flammable materials.

XVI. MISCELLANEOUS

- A. Prior Leases between the Resident and PHA: It is hereby further understood and agreed between the Resident and the PHA that the PHA 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 Resident for these leased premises and/or other premises leased by the PHA, and that such claims are in effect under this Lease.
- B. 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, as required by 24 CFR, Section 966.7(b) that the Resident may at any time during the term or any renewal hereof request reasonable accommodations so that the Resident can meet Lease requirements or other requirements of tenancy.

XVII. This Lease shall be governed and construed in accordance with the laws of the State of New York and applicable Federal Housing laws or regulations. All actions or claims pertaining to or arising under this Lease Agreement shall be litigated as required by law in the area of Residency. This Lease, and any attachments thereto, contain all of the agreement and understandings between the parties, pertaining to the Lease and Resident's possession and use of the demised premises.

Resident 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.

In addition to the foregoing, the Resident certifies herewith that they have received and understands the required lead-based paint information, if applicable to the unit leased.

IN WITNESS WHEREOF, the parties execute this Residential Lease on the _____ day of _____, _____ at _____.

GLOVERSVILLE HOUSING AUTHORITY

BY: _____
Executive Director

BY: _____
Resident

BY: _____
Resident

BY: _____
Resident

BY: _____
Resident

GLOVERSVILLE HOUSING AUTHORITY NON SMOKING POLICY

I. Background:

The GHA owns and manages 293 units of federally-funded family and elderly/disabled public housing in the City of Gloversville. GHA housing varies from family sites to high-rise elderly buildings. Regardless of building type, all GHA public housing consists of attached units sharing party walls and/or corridors, with the majority of units in multi-level buildings with residents living next to and below or above one another.

GHA has engaged in healthy housing partnerships with residents, advocate organizations, and health agencies. These initiatives have increased awareness for residents and the Housing Authority of the negative impacts that second-hand smoke, either within the home or from a neighbor's home--can have upon our resident population--while particularly problematic for people with asthma, second-hand smoke is well-documented to exacerbate many diseases and health problems common to our resident population. In addition, it is known to impact children's physical and cognitive development as well.

At the same time that GHA has increasingly pursued a variety of healthy housing strategies, requests from residents for non-smoking housing have increased. The vast majority of tenants (typically 80-90% depending upon the site) want to live in non-smoking housing. This mirrors a national trend with many Public Housing Authorities (PHAs) pursuing nonsmoking policies and the U.S. Department of Housing and Urban Development (HUD) is encouraging PHAs to adopt non-smoking policies. For more information on the hazards of second-hand smoke, see the Centers for Disease Control and Prevention web site at http://www.cdc.gov/tobacco/basic_information/secondhand_smoke/index.htm.

GHA was successful in instituting a smoke free policy in May of 2010, eliminating tobacco use in all GHA buildings. We are now seeking to transition into an entirely smoke free facility including all buildings and Housing Authority grounds.

Non-smoking housing means that no one is permitted to smoke anywhere inside a Gloversville Housing Authority public housing building or outside within a specified distance of the GHA property.

The non-smoking, tobacco free policy applies to every member of the household, as well as to all visitors to the unit. Violating the policy will constitute a lease violation and could result in enforcement actions up to and including eviction. **Non-smoking housing does not mean that smokers are prohibited from living at non-smoking buildings. It simply means that residents and visitors must smoke off GHA premises.**

Our partners, specifically HFM Catholic Charities, will continue to work directly with the resident community to offer education and cessation services in the upcoming months. These services include access to cessation programs, a trained tobacco cessation specialist, support groups, referrals, and other resources.

While the non-smoking, tobacco free housing policy does not require smokers to quit or to move, smoking cessation and education resources will be available to ALL GHA residents during the implementation period.

HFM Catholic Charities has conducted resident smoke-free workshops and tobacco free educational classes in partnership with the Gloversville Housing Authority at the following developments:

Forest Hill Towers
September 2, 2015
November 9, 2015

DuBois Garden Apartments
July 11, 2015
September 2, 2015
October 21, 2015

Kingsboro Towers
September 3, 2015
October 5, 2015

In addition, HFM Catholic Charities has provided tobacco-free informational packets to all HA residents during rent collection in December and at various HA events.

II. Proposed Policy:

1. Purpose: The purpose of the non-smoking policy is to mitigate the irritation and known health effects of second-hand smoke in the Gloversville Housing Authority (GHA) buildings and grounds. In addition, it is intended to decrease maintenance costs and decrease risk of fire in GHA units.
2. Definition of Smoking: The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigarette, cigar, pipe or other tobacco product, as well as marijuana or any other similar lighted product in any manner or any form, including all electronic smoking devices.
3. Non-Smoking Building: A Non-Smoking Building means that smoking is prohibited by residents and their guests in all units, hallways and common areas. Violating the policy (by smoking in a Building) will constitute a lease violation and could result in enforcement actions up to and including eviction.
4. Non-Smoking Grounds: Non-Smoking Grounds means that smoking is prohibited by residents, employees and guests 25 feet from all GHA property. Violating the policy (by smoking on GHA grounds) will constitute a lease violation and could result in enforcement actions up to and including eviction.
5. Lease Enforcement of Non-Smoking Policy: A violation of the Non-Smoking Policy shall be considered a breach of the Lease and shall give the GHA and resident all of the enforcement rights contained in the Lease.
6. GHA to Promote Non-Smoking Policy: GHA shall post no-smoking signs at entrances to all Buildings and promote the Non-Smoking policy as appropriate in meetings and discussion with residents.
7. Residents to Promote Non-Smoking Policy: Residents shall inform their guests and occupants of the Non-Smoking Policy.

III. Proposed Process and Timeline:

The following steps describe the timeline and process by which the GHA proposes to implement the policy at family and elderly sites:

1. The GHA will continue to conduct surveys, outreach and community forums on an ongoing basis to ensure that GHA residents are aware of the proposed policy and able to make suggestions about its implementation.
2. Partner agencies including HFM Catholic Charities will also work directly with the resident community to offer education and cessation services. While the non-smoking and tobacco free housing policy does not require smokers to quit or to move, smoking cessation and education resources will be available to ALL GHA residents during the implementation period.
3. Upon HUD approval of the GHA 2016 Agency Plan, GHA will begin to execute the new Lease Addendum with existing resident re-certification and with new placements. The Lease Addendum will alert new and existing residents that their housing facility is scheduled to become nonsmoking and tobacco free by February 1, 2016 to be noticed by GHA.

The earliest date that the GHA expects to implement this policy is February 1, 2016.

IV. Effect of Breach and Right To Terminate Lease

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord. **Tenant acknowledges that the remedy for smoking within the apartment may be the assessment of a charge of up to two hundred-fifty dollars (\$250.00) for each smoking incident. Charges will be used by the GHA towards the costs of refurbishing the apartment.**

Enforcement:

If a resident is found to be in violation of the No Smoking Policy, the following steps will be taken:

- First Offense – Written Warning
- Second Offense - \$250.00 Fine
- Third Offense – Eviction proceedings will begin

Landlord Not a Guarantor of Smoke-Free Environment. Resident acknowledges that Landlord's adoption of a non-smoking living environment does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas. However, Landlord shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free as is reasonably possible. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

Disclaimer by Landlord. Resident acknowledges that Landlord's adoption of a non-smoking living environment, does not in any way change the standard of care that the Landlord or managing agent would have to a resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the

building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor, or enforce the agreements of Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by other residents and guests in other parts of the Non-Smoking Area. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

PROHIBITION OF ELECTRONIC SMOKING DEVICE USE IN SMOKE-FREE PLACES

PURPOSE:

The Gloversville Housing Authority is committed to providing a safe, orderly, and productive environment for its employees and the public who enter the premises.

POLICY:

In addition to GHA's Smoke-Free Policy the use of electronic smoking devices (also known as electronic cigarettes or "e-cigarettes") is prohibited in any place where smoking or use of tobacco products is prohibited.

This directive applies to all residents, employees, and visitors who enter the work setting or environment which includes all facilities and properties of the Gloversville Housing Authority.

RATIONALE

The use of electronic smoking devices is potentially hazardous to health and is disruptive to an orderly, productive environment. The use of electronic smoking devices in existing smoke free locations threatens to undermine compliance with smoking regulations, confuses the public, and residents and reverses the progress that has been made.

By prohibiting the use of electronic smoking devices in places where smoking is prohibited, GHA protects its residents, employees and visitors from involuntary exposure to the secondhand byproducts of electronic smoking devices such as "e-vapor" products.

DEFINITIONS

Electronic smoking device: Any electronic product that can be used to simulate smoking in the delivery of nicotine or other substances to the person inhaling from the device, including but not limited to an electronic cigarette, electronic cigar, electronic cigarillo, or electronic pipe, and any cartridge or other component of the device or related product.

NON-SMOKING POLICY ADDENDUM

This Addendum is incorporated into the Lease between Gloversville Housing Authority (Landlord) and Resident of

Resident acknowledgement:

I/we hereby acknowledge the above smoking policy was received and is part of my/our lease agreement. *I/we* agree that *I/we* will not smoke anywhere on GHA property or within 25 feet of GHA property. *I/we* will be responsible for enforcing this policy with all of my/our visitors and guests who visit the premises. *I/we* understand that any violation of this policy subjects *me/us* to eviction by the PHA in accordance with the terms and conditions of the Lease Agreement.

IN WITNESS WHEREOF, the parties execute this Lease Addendum on the ____ day of ____
at _____.

BY: _____

GLOVERSVILLE HOUSING AUTHORITY

Resident

BY: _____

Resident

BY: _____

Executive Director

BY: _____

Resident

BY: _____

Resident

GLOVERSVILLE HOUSING AUTHORITY
Gloversville, New York 12078

LEASE ADDENDUM

Introduction:

On May 20, 2010, the Gloversville Housing Authority adopted Resolution #584, which prohibits smoking inside any area of the properties under our management by residents, guests, service people, or employees.

On May 16, 2013, the Gloversville Housing Authority adopted Resolution #627, which prohibits smoking on the balconies of balcony apartments. "Smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, or other tobacco product. The effective date of the Non-Smoking Policy is September 1, 2010.

On January 1, 2016 the Gloversville Housing Authority adopted Resolution #666, which prohibits smoking anywhere on Housing Authority property by residents, guests, service people, or employees, specifically 25-feet from HA property boundary line. "Smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, or other use of tobacco products, including any form of electronic smoking device.

Resident acknowledgement:

I/we hereby acknowledge the above smoking policy as part of my/our lease agreement. *I/we* agree that *I/we* will not smoke on GHA property or within 25-feet of GHA property. *I/we* will be responsible for enforcing this policy with all of my/our visitors and guests who visit the premises. *I/we* understand that any violation of this policy subjects *me/us* to eviction by the PHA in accordance with the terms and conditions of the Lease Agreement.

IN WITNESS WHEREOF, the parties execute this Lease Addendum on the ____ day of ____ at _____.

GLOVERSVILLE HOUSING AUTHORITY

BY: _____
Resident

BY: _____
Resident

BY: _____
Executive Director

BY: _____
Resident

BY: _____
Resident

GLOVERSVILLE HOUSING AUTHORITY
Gloversville, New York 12078

LEASE ADDENDUM

Introduction:

On January 21, 2016, the Gloversville Housing Authority adopted Resolution #666, which includes the following lease amendments:

I. PAYMENTS DUE UNDER THE LEASE:

Rent payment made by residents shall be in the form of the following:

- Direct debit from checking or savings (NBT Bank)
- Personal check
- Money order
- Credit card, debit card, EBT card, or other

II. REDETERMINATION OF RENT, DWELLING SIZE ELIGIBILITY:

The Resident agrees to transfer to an appropriate size unit based on the size and composition of the family after receiving notice by the GHA that such an apartment is available in instances where:

1. The family size and composition no longer conforms to the requirements set forth in the PHA's Admission and Occupancy Policy.
2. It has become necessary for the PHA to rehabilitate or modernize the dwelling unit.
3. The Resident has made a request for special dwelling unit features in support of a documented disability or handicap. In such cases, the PHA shall have the choice to modify the Resident's existing dwelling unit or to transfer the Resident to another dwelling unit.
4. The Resident is without disability or handicap and occupies a dwelling unit which has special features designed for persons with disability or handicap.
5. Resident has joint legal shared custody of a child and exercises their right for the child to live with them will be considered a member of the family regardless of the number of days the non-custodial parent has custody of the child.

III. OBLIGATIONS OF THE RESIDENT:

- H. To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner. Residents are required to keep units in a clean sanitary condition. Residents that maintain unsanitary living conditions will receive a written notice for the first offence followed by a reinspection within five days. If a tenant fails a reinspection a \$250 fine will be charged and a second reinspection will be conducted within five days. If more than three offences occur within a 90-day period it will constitute a lease violation and eviction (Reference Section XV of this document).
- Z. To provide temporary or permanent assistance as needed for adequate self-care, or to seek temporary or permanent care elsewhere in accordance with medical recommendations, in the event that the Resident or any member of the Resident's household becomes incapacitated. Forest Hill and Kingsboro Towers do not provide adequate units that allow for live-in aides. Residents in these developments that become incapacitated requiring 24- hour care must be housed in assisted living facilities other than the HA. Family members or resident sponsors who wish to provide continuous 24-hour care for a resident in developments that have adequate accommodations must be approved by the HA, and be a single individual that resides within the resident's unit.

Resident acknowledgement:

I/we hereby acknowledge the above smoking policy as part of my/our lease agreement. *I/we* agree that *I/we* will not smoke on GHA property or within 25-feet of GHA property. *I/we* will be responsible for enforcing this policy with all of my/our visitors and guests who visit the premises. *I/we* understand that any violation of this policy subjects *me/us* to eviction by the PHA in accordance with the terms and conditions of the Lease Agreement.

IN WITNESS WHEREOF, the parties execute this Lease Addendum on the ____ day of ____ at _____.

GLOVERSVILLE HOUSING AUTHORITY

BY: _____
Resident

BY: _____
Resident

BY: _____
Executive Director

BY: _____
Resident

BY: _____
Resident