

**The Municipal Housing Authority  
For The City of Yonkers**  
1511 Central Park Avenue  
Yonkers, New York 10710

Client No.     «Client»  
Unit No.        «Unit»  
# of Bedrooms «Bedsize»

**DWELLING LEASE**

The Municipal Housing Authority For The City of Yonkers (“MHACY”), whose mailing address is 1511 Central Park Avenue, Yonkers, New York 10710, represented by its Executive Director or his/her designee, leases to «Member1FirstName» «MI1» «Member1LastName» (“the Resident” and/or “Head of Household”) the right to the exclusive use and occupancy of the dwelling unit located at «Street Address» «Zip Code» in reliance upon data provided by the Resident about income, family composition, and needs, and subject to the terms and conditions contained in this lease. [966.4(a) & 966.4(d)]

**1. IDENTIFICATION OF RESIDENT HOUSEHOLD**

A. The premises leased are a private residence to be occupied only for the exclusive use and occupancy of the Resident and the Resident’s household who are specifically identified below, and who are collectively referenced in this lease as “the Residents”. [966.4(d)(1)] All members of the household 18 years old or older shall execute this lease.

**RESIDENT’S HOUSEHOLD:**

<b>Name</b>	<b>Social Security Number</b>	<b>Sex</b>	<b>Relationship</b>	<b>Date of Birth</b>
«Member1FirstName» «MI1» «Member1LastName»	«Mem1SSN»	«Sx 1»	«RelaMember1»	«BD1»
«Member2FirstName» «MI2» «Member2LastName»	«Mem2SSN»	«Sx 2»	«RelaMember2»	«BD2»
«Member3FirstName» «MI3» «Member3LastName»	«Mem3SSN»	«Sx 3»	«RelaMember3»	«BD3»
«Member4FirstName» «MI4» «Member4LastName»	«Mem4SSN»	«Sx 4»	«RelaMember4»	«BD4»
«Member5FirstName» «MI5» «Member5LastName»	«Mem5SSN»	«Sx 5»	«RelaMember5»	«BD5»
«Member6FirstName» «MI6» «Member6LastName»	«Mem6SSN»	«Sx 6»	«RelaMember6»	«BD6»
«Member7FirstName» «MI7» «Member7LastName»	«Mem7SSN»	«Sx 7»	«RelaMember7»	«BD7»
«Member8FirstName» «MI8» «Member8LastName»	«Mem8SSN»	«Sx 8»	«RelaMember8»	«BD8»
«Member9FirstName» «MI9» «Member9LastName»	«Mem9SSN»	«Sx 9»	«RelaMember9»	«BD9»
«Member10FirstName» «MI10» «Member10LastName»	«Mem10SSN»	«Sx 10»	«RelaMember10»	«BD10»
«Member11FirstName» «MI11» «Member11LastName»	«Mem11SSN»	«Sx 11»	«RelaMember11»	«BD11»
«Member12FirstName» «MI12» «Member12LastName»	«Mem12SSN»	«Sx 12»	«RelaMember12»	«BD12»

B. The Residents shall promptly inform the MHACY of an addition to the family household due to the birth, adoption, or court-awarded custody of a child. [966.4(a)(1)(v)] Any additions to the household members named in the lease, including live-in aides and foster children, except children born or adopted during the term of the lease and/or children added pursuant to a custody award entered by a court of competent jurisdiction, require the advance written approval of the MHACY. Such approval will be granted only if the new family member(s) passes the MHACY’s screening criteria and a unit of appropriate size is available. Permission to add live-in aides and foster children shall not be unreasonably refused, and due consideration to an application to add a live-in aide and/or foster child shall be accorded Residents who require a reasonable accommodation due to a disability. [966.4(d)(3)(i)]

C. The Resident agrees to wait for the approval of the MHACY before allowing any additional person to move into the premises. Failure on the part of the Resident to comply with this provision is a serious violation of the material terms of the lease, for which the MHACY may terminate the lease. [966.4(f)(3)]

D. The Resident shall report deletions (for any reason) from the household members named on the lease to the MHACY in writing, within 10 days of the occurrence. [966.4(c)(1) & (2) & (f)(3)]

\_\_\_\_\_ E. The Resident shall immediately report the use of oxygen in the unit to the MHACY, and affix a sticker to the entrance door that will alert emergency responders. The Resident shall also immediately report if a tenant is or becomes wheelchair bound. Failure to report either the use of oxygen and/or the presence of a tenant who is wheelchair bound shall be deemed a material breach of the terms of the lease, for which the MHACY may terminate the lease.

## 2. INITIAL PERIOD OF LEASE & RENEWAL:

The lease shall begin on «LeaseStrtDate» and end on «LeaseEndDate». The lease shall be automatically renewed for a successive term of 12 months, unless terminated by the MHACY or the Resident pursuant to the terms of this lease, or pursuant to applicable federal or state regulation. [966.4(a)(1)].

## 3. RENT AND ADDITIONAL CHARGES:

A. The monthly rent is \$«NewRent».00. This rent amount is subject to change, as approved by the MHACY Board and/or HUD. [966.4(b)(i)]

\_\_\_\_\_ In the unit subject to this lease, the MHACY \_\_\_\_\_ does \_\_\_\_\_ does not supply utilities. [966.4(a)(iv)].

The Resident's rent is due and payable at the MHACY Main Office, located at 1511 Central Park Avenue, Yonkers NY 10710 or at any other location designated by the MHACY for the collection of rent. The Resident has paid \$ \_\_\_\_\_ towards the first month's rent.

B. Rent is DUE and PAYABLE on the 1<sup>st</sup> calendar day of each month and shall be considered delinquent after the 7<sup>th</sup> calendar day of the month or the 5<sup>th</sup> business day, whichever is first. In the event the Resident fails to pay the rent when due, a late fee in the amount of \$1.00 a day will be assessed, which fee shall not become due and collectible until two weeks after service of a demand for same has been served upon the Resident by the MHACY. [966.4(b)(4)]. Rent paid in a drop box after 3 p.m. shall be deemed tendered on the next MHACY business day. Rent paid via Rezzcard is deemed tendered on the day it is paid, unless the day is a Saturday, Sunday, or MHACY observed holiday, in which case the rent is deemed tendered on the next MHACY business day.

C. The Resident shall pay rent to the MHACY by personal check, certified check, money order, or by electronic means acceptable to the MHACY. The MHACY will not accept cash.

D. The Resident's rent shall remain in effect unless adjusted by the MHACY in accordance with paragraph 9 of this lease and /or if the Resident fails to recertify in compliance with MHACY policy, in which event the MHACY shall automatically raise the rent to an appropriate flat rent or 30% of the Household income (whichever is higher). When the MHACY makes any change in the Resident's rent the MHACY shall give written notice to the Resident. The notice shall state the new amount, and the date from which the new amount is applicable. [966.4(b)(1)(ii)]. The notice shall also state that the Resident may ask for an explanation of how the amount was computed, and upon receipt of such a request, the MHACY shall respond in a reasonable time. Rent redeterminations are subject to the MHACY's Grievance Procedure, annexed hereto as Appendix A. [966.4(c)(4)].

## 4. SECURITY DEPOSITS:

The security deposit for this dwelling unit is \$«SecDeReqd». To date, the Resident has paid a security deposit of \$«SecPd» toward that security deposit. The security deposit will be used at the lease termination to pay the cost of any rent or any other charges owed by the Resident to the MHACY, and/or to reimburse the MHACY for the cost of repairing any damages to the premises caused intentionally or through the negligence of the Residents and/or the Residents' guests. If such deductions are made, the MHACY will provide the Resident and/or the Resident's designee, with a written statement of any such charges for damages and/or other charges to be deducted from the security deposit, and the written statement will advise the Resident that the MHACY will meet to discuss the charges upon request. Payment of the security deposit balance will be made to the Resident within thirty (30) days after the Resident vacates the premises and notifies the MHACY of his/her new address. In the event of the Resident's death, the security deposit balance shall be returned to the person(s) identified by the Resident on their most recent Application for Continued Occupancy and/or Application for Public Housing as the individual to whom the monies should be

delivered. The security deposit **shall not** be used to pay rent or other charges while the Resident occupies the dwelling unit. The MHACY reserves the right to increase the Resident's security deposit upon 30 days notice.

5. CHARGES FOR UTILITIES AND SPECIAL SERVICES:

A. MHACY Supplied Utilities: In those units where the MHACY supplies the utilities, the MHACY will supply electricity, natural gas, heating fuel, water, and sewer service. The MHACY will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

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

B. MHACY Supplied Appliances: The MHACY will provide a cooking range and refrigerator in all units regardless of whether the MHACY supplies the utilities or the Resident contracts with a utility supplier. Electrical appliances, air conditioners, freezers, extra refrigerators, etc. may be installed and operated only with the prior written approval of the MHACY. Washing machines are allowed in those units located in a townhouse. Washing machines are otherwise not allowed, and will not be approved by the MHACY, unless the MHACY had previously approved the machine in writing, and the Residents are current on all payments due under their lease at the time the lease is subject to renewal. Air conditioners are allowed, but must be installed securely into a window casement. All window air conditioners must either be removed by October 31<sup>st</sup> each year and/or properly sealed to protect against drafts. In the event the Resident's air conditioner is not securely installed, and/or is not removed by October 31<sup>st</sup> and/or properly sealed, the Authority will provide written notice to the Resident of the default, and if the Resident fails correct same within 2 business days, then the MHACY shall properly secure the air conditioner and/or properly seal the air conditioner, and the Resident shall be charged \$75.00 for the installation and/or sealing.

The following monthly charges will be payable by the Resident for the utilities used in the operation of such appliances

<u>ITEM</u>	<u>MONTHLY CHARGE</u>
Freezer Unit/additional refrigerator	\$20.00
Dryer	\$20.00
Washing Machine	\$25.00
Dishwasher	\$20.00

**Air Conditioners: In regard to air conditioners the resident will be charged \$37.50 per air conditioner unit during the months of June, July, August, and September (\$150.00 annually per air conditioner), regardless of usage.**

All appliances supplied by MHACY that require replacement or repair for other than ordinary wear and tear shall be replaced or repaired at the expense of the resident.

C. Resident Supplied Utilities: In those units where the MHACY does not supply all of the utilities, the Resident shall be responsible for securing those utilities not supplied by the MHACY and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain UNINTERRUPTED service. Failure to maintain utility services during the tenancy constitutes a serious violation of the lease and grounds for eviction.

D. Resident Supplied Appliance where Utilities supplied by MHACY: The Resident shall be charged \$5.00 per month for a refrigerator owned and/or used by the Resident that is of greater cubic footage than customarily supplied by the MHACY.

E. Parking Charges: The Resident may be assigned a parking space by the MHACY if the Resident has a valid driver's license, insurance and current vehicle registration in the Resident's own name. Spaces are limited to one (1) per family and are assigned on a first-come, first-serve basis. The fee for said parking space is \$20.00 per month except if the owner of the registered vehicle is 62 years old or older, in which event the fee for the parking space is \$15.00 per month. If the Resident fails to pay his/her parking fee after the 7th calendar day of the month or the 5th business day, whichever is first, then the MHACY shall issue the Resident a demand that the parking fee be paid within five (5) days, and in the event the Resident fails to pay the parking fee within the five (5) day period, the MHACY shall revoke the Resident's parking permit and assign the space to another Resident. All notices sent to the Resident pursuant to this paragraph are subject to the MHACY's Grievance Procedure, annexed hereto as Appendix A.

F. Pet Charges: The MHACY has a pet policy the terms of which are attached hereto as Appendix B and incorporated by reference into this lease. If the pet is a dog or a cat, a refundable pet deposit must be paid by the Resident in accordance with the MHACY's pet policy

G. Repair Charges: The Residents shall pay reasonable charges for the repair of damages to the dwelling unit (other than for wear and tear) or to the project (including damages to project buildings, facilities or common areas) caused by the Residents or a guest of the Residents. [966.4(f)(10)]

6. CONDITION OF PREMISES:

The Resident and a MHACY representative shall inspect the dwelling unit prior to commencement of occupancy by the Resident. The MHACY will furnish the Resident with a written statement of the condition of the unit, and the equipment provided with the unit. The statement shall be signed by the MHACY representative and the Resident, and a copy of the statement shall be retained by the MHACY in the Resident's file. By

signing the statement the Resident acknowledges that the premises, fixtures, equipment, and appliances are in good condition and in operable order on the date of the Resident's first occupancy. The Resident agrees to keep all fixtures, equipment and appliances as provided in working order and to make no alteration and commit no waste in the dwelling unit. At the time the Resident vacates the unit, the Resident and a MHACY representative shall again inspect the unit, unless the Resident has vacated the unit without notice to the MHACY and is unavailable to participate in the reinspection. After the reinspection, the MHACY shall furnish the tenant a statement of any repairs which are required to restore the unit to the same condition as when it was first occupied. All charges for the repairs shall be made in accordance with the MHACY's schedule of charges, a copy of which is posted at the MHACY's main office and incorporated into this lease by reference. No charges shall be assessed for those repairs associated with reasonable wear and tear of the dwelling unit. [966.4(i)]

#### 7. RESPONSIBILITIES OF THE MHACY:

A. Maintenance: The MHACY will maintain the dwelling unit and the project building, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in clean, decent, safe and sanitary condition. [996.4(e)(1) & (e)(4)] Additionally, the MHACY will maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators supplied or required to be supplied by the MHACY. [966.4(e)(5)]

B. Code Compliance: The MHACY will comply with the requirements of applicable building codes, housing codes, and HUD regulations that materially affecting the Resident's health and safety. [996.4(e)(2)]

C. Repairs: The MHACY will make necessary repairs to the leased premises. [966.4(e)(3)] Where a Resident requests maintenance in the dwelling unit, the MHACY shall attempt to provide such maintenance at a time convenient to the Resident.

D. Garbage Collection: The MHACY will provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, recyclables and other waste removed from the premises by the Resident as required by this lease. [966.4(e)(6)]

E. Lead Base Paint Education: The MHACY will provide the Residents with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum is attached to this lease as Appendix C, the content of which is incorporated herein by reference.

G. Exterminations: The MHACY will provide extermination services in the premises on a regularly scheduled basis or as conditions may require.

H. Water & Heat: The MHACY will supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year, in accordance with state and local law, except where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection. [966.4(e)(7)]

#### 8. RESPONSIBILITIES OF THE RESIDENT:

A. Code Compliance: The Residents shall abide by all regulations and building and housing codes of the federal, state and local governments and/or rules of the MHACY which have been promulgated for the benefit and well-being of the community and the Residents. All rules of the MHACY, including those in MHACY's Admissions and Continued Occupancy Policy ("ACOP") and those posted at the Residents' site office are incorporated by reference into this lease. [966.4(f)(4) & (5)]

B. Payments: The Residents shall pay all monies due under this lease, including but not limited to rent, security deposit, repair and/or maintenance charges, court costs, and/or fees for utilities and special services. Additionally, the Residents shall pay a charge of \$25.00 to compensate the MHACY in the event a check tendered to the MHACY by a Resident is returned by the bank for any reason. Maintenance and/or repair charges incurred for damage that exceeds normal wear and tear shall be assessed in accordance with the MHACY's schedule of charges, which is posted at the MHACY's main office and incorporated into this lease by reference. [966.4(b)(2)] Said charges shall become due and owing two weeks after the MHACY serves written notice upon the Residents of the charges assessed. [966.4(b)(4)]. The Residents' failure to pay such charges is a serious violation of this lease, for which the MHACY may terminate the lease.

C. Maintenance: The Residents shall maintain the dwelling unit and all other areas assigned to the Residents for the Residents' exclusive use in a clean and safe condition. [966.4(f)(6)] Upon the change of seasons, the Residents shall clean and/or otherwise maintain all outside areas assigned to the Residents' exclusive use, except if the Resident is unable to perform such tasks because of age or disability. [966.4(g)] Additionally the residents shall:

1. refrain from installing additional locks upon any doors or windows without the written consent of the MHACY, except that Residents may install keyless chain locks on the front door which are only operable when the residents are physically inside the unit.
2. hang pictures with nails or pushpins, and not tape. Before hanging a heavy object, such as a mirror, the Resident shall consult with the MHACY
3. refrain from constructing swimming pools, fences, or any other miscellaneous structures on MHACY property without the written consent of the MHACY.
4. plant trees, shrubs, flowers or gardens on MHACY property only upon the written consent of the MHACY.
5. refrain from using contact paper, wall paper or wall paneling.
6. paint only upon the written consent of the MHACY.
7. refrain from using or applying varnish.
8. refrain from making alterations or repairs to the interior of the dwelling unit or from using equipment or appliances not supplied by the MHACY without the written consent of the MHACY.

9. refrain from installing any wall-to-wall carpeting, permanent floor covering or window treatments without the written consent of the MHACY.
10. be held strictly responsible for any loss or damage to the MHACY property resulting from overflow from toilets, sinks, washers, bathtubs, or basins caused by the Resident's negligence. The Resident shall also be responsible for loss or damage to other resident's property due to negligent acts or omissions of the Resident, the Resident's household members, guests, visitors, or other persons under the Resident's control.
11. refrain from, and cause guests to refrain from, destroying, defacing, damaging, or removing any part of the dwelling unit or project. [966.4(4)(f)(9).
12. refrain from disengaging smoke detectors located in the unit or other property owned by the MHACY.

D. Eligibility: The Residents shall comply with all eligibility requirements set forth in the federal regulations and/or required by the MHACY.

E. Quiet Enjoyment: The Residents, members of their household, their guests, and/or other persons under the Residents' control, shall act in a manner that respects the right of other residents to the peaceful and quiet enjoyment of the premises, and is conducive to maintaining the project in a decent, safe and sanitary condition. [966.4(f)(11)] Residents shall assure that no person under their control engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or engages in drug related activity on the premises. [966.4(f)(12)(ii)] Every adult resident is obligated to notify MHACY within ten (10) days of a conviction for any misdemeanor or felony, and his/her failure to do so shall constitute a material breach of this lease. The Residents, members of their household and/or their guests shall not:

1. disturb or permit the disturbance of others by the loud use of musical instruments, music or other sounds.
2. place or permit to be placed upon the outside windowsills, or thrown or suspended from windows, balconies or railings of the building, any items that can fall and cause injury to persons or property below.
3. erect or hang radio or television antennas or satellite dishes on or from any part of the premises.
4. allow children to be unruly, unattended and/or unsupervised.
5. allow any individual that has been barred or banned from the MHACY's property to be in the Resident's unit.
6. engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents. [966.4(f)(12)(i)(A)]
7. engage in any drug-related criminal activity on or off the premises. [966.4(f)(12)(i)(B)]
8. engage in abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents. [966.4(f)(12)(iii)]

F. Lawful Behavior: The MHACY has a "one strike" policy that provides for the termination of the Residents' lease in the event of drug-related and other criminal activities that are prohibited by applicable federal regulations. The applicable federal regulations, incorporated into this lease by reference, provide that where Residents, members of their household, their guests, and/or other persons under the Residents' control, engage in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises, the Residents' lease shall be terminated. [966.4(l)(5)(ii)] Additionally, this lease shall be terminated for any drug-related criminal activity committed in on or off the premises, by the Residents, any member of the Residents' household, or any guest, and/or any drug-related criminal activity committed on the premises by any person under the Residents' control. [966.4(l)(5)(i)(B)] Further, this lease shall be terminated if the MHACY determines that a household member is illegally using a drug or if the MHACY determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. [966.4(l)(5)(i)(B)] For purposes of this paragraph, 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 21 U.S.C.A. §802). Additionally the Resident shall not:

1. display, or allow household members or guests to display, discharge or threaten to display or discharge a firearm of any type, including "B-B" guns, on the MHACY's property;
2. display, or allow household members or guests to display, use or threaten to use a knife, club, or any other weapon against any person on the MHACY's property;
3. act, or allow household members and guests to conduct themselves in a manner that is detrimental to the community or the residents or the employees of the MHACY.

G. Comply with Pet Policy: The Resident shall keep all pets in accordance with the MHACY's Pet Policy, which is annexed hereto as appendix B and incorporated herein by reference.

H. Park Lawfully: The Resident shall park legally and in accordance with the following:

1. The Resident and members of the Resident's household, visitors and guests shall use the designated parking areas and shall refrain from parking on lawns, sidewalks and fire lanes.
2. The Resident shall maintain the vehicle in good working order and in compliance with local and state law (i.e. no loud mufflers, leaky oil tanks, vehicles without wheels, etc.).
3. The Resident shall refrain from making repairs to vehicles while parked on the MHACY's property.
4. The Resident agrees to pay towing and/or booting charges for all vehicles lawfully removed.

I. Garbage Disposal: The Residents shall separate their recyclable garbage (metal, bottles, cans, cardboard and paper) and shall dispose of their garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner, and in accordance with local law, in receptacles provided by the MHACY. [966.4(f)(7)] In the event fines are levied by Westchester County and/or the City of Yonkers because of the Residents' failure

to comply with the county's and/or city's recycling laws, rules or regulations, the Residents shall pay said fines as a condition of their continued occupancy.

J. Conserve Energy: The Residents agree not to waste the utilities provided by the MHACY and to comply with any applicable law, regulation, or guideline of the MHACY or any governmental entity regulating utilities or fuels. [966.4(f)(8)]. The Residents also agree to abide by any local ordinance or MHACY rule restricting or prohibiting the use of space heaters in multi-dwelling units.

K. Comply with Housekeeping Standards: The Residents agree to maintain the dwelling unit in good repair, and in accordance with MHACY's Housekeeping Policy, a copy of which is annexed as Appendix D, and incorporated herein by reference.

L. Keep Unit in Safe Condition: The Residents agree not to store gasoline or any flammable or explosive substances inside the dwelling unit, on any porch of the dwelling unit, or in any building located in near proximity to the dwelling unit. Additionally, the Residents agree not to dispose of such items in the MHACY's compactors.

M. Report Unsafe Conditions: The Residents agree to immediately and personally report to the MHACY all unsafe conditions which are known to or observed by the Residents, either in the common areas or in the dwelling unit leased by the Residents.

N. Use Building Systems Appropriately: The Residents shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances, including elevators, in a reasonable manner. [966.4(4)(f)(8)] Under no circumstances shall rubbish, sanitary items or other foreign substances be thrown into a toilet bowl. The Residents expressly agree not to use their stove for the purpose of heating the dwelling unit.

O. Grant Entry to Exterminators and Inspectors: The Residents shall permit entry into the dwelling unit by exterminators and/or inspectors employed or authorized by the MHACY, or by a governmental agency, at reasonable hours and upon reasonable notice for the purpose of exterminating and/ inspecting the unit.

P. Use Dwelling Unit for Residents Only: The Residents shall use the premises as a private dwelling only for the household members identified in paragraph 1 of this lease, or, with the written consent of the MHACY, care of foster children and live-in care of a member of the Residents' family. The Residents agree to neither assign nor sublease the dwelling unit. [966.4(f)(1)] Additionally, the Residents agree not to give accommodations to boarders or lodgers, and not to allow guests to stay in the unit in excess of 14 days without the advance written consent of the MHACY. [966.4(f)(2)&(3)]

Q. Comply with Community Service Policy: The Residents agree to comply with any Community Service/Economic Self Sufficiency Requirement Policy ("Community Service Policy") in effect during the term on this lease. A copy of the current policy is annexed as Appendix E and incorporated herein by reference.

R. Comply with Smoke-Free Lease Addendum: The Residents shall execute a Smoke-Free Lease Addendum, and they and their guests shall comply with the terms of MHACY's Smoke-Free Housing Policy.

9. OTHER SERIOUS AND MATERIAL TERMS OF RESIDENTS' OCCUPANCY RELATING TO FAMILY COMPOSITION AND INCOME

A. Where, pursuant to paragraph 1 of this lease, the MHACY has given written approval for an additional person to live in the subject premises, or where an additional person is added upon the birth or adoption of a child, or pursuant to a custody award entered by a court of competent jurisdiction, the Residents must report the actual addition of that child or pre-approved person within ten (10) days of the date he/she moves in to the premises. Additionally, any change in total family income must be reported to the MHACY by the Residents in person within ten (10) days of the change.

B. The status of each family is to be re-examined at least once a year, at which time the MHACY must provide the Residents with any choices then available to them in regard to their rent calculation..

Regardless of whether the Residents pay a FLAT or INCOME BASED RENT, the Residents shall participate in a reexamination of their eligibility for public housing once each year, according to the following procedures:

*Application Process*: Upon written notification from the MHACY, the MHACY shall require a written Application for Continued Occupancy to be completed, signed and verified as accurate by the heads of household. In the Application for Continued Occupancy the Residents shall supply the MHACY with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4(c)(2)] Additionally, in regard to the MHACY's Community Service/Economic Self Sufficiency Requirement Policy for Public Housing Residents ("Community Service Policy"), all non-exempt Residents 18 years old and older shall certify their compliance with the Community Service Policy during their annual recertification. [960.209] A copy of the MHACY's Community Service Policy, and all amendments thereto authorized and approved by the MHACY's Board of Commissioners, is annexed as Appendix E, and incorporated into this lease by reference.

Residents agree to furnish in adequate detail all information and data necessary to enable the MHACY to determine (a) the rent to be charged; (b) the amount of retroactive rental charges, if applicable; (c) the dwelling size appropriate for the Residents, as determined by the MHACY's ACOP and/or (d) whether a transfer to a different size or type of dwelling unit is required by the MHACY's ACOP.

The MHACY shall verify all information on the application by methods necessary to assure the MHACY that the information is complete and true at the time of re-examination. The Residents agree to sign releases for third-party sources to enable the MHACY to complete its verification process, and/or provide other forms of verification deemed acceptable to the MHACY. [966.4 (c)(2)]

*Redetermination of Eligibility for Public Housing:* As part of the Application for Continued Occupancy, the MHACY shall duly certify to the U.S. Department of Housing and Urban Development that an investigation has been made of the Residents and that on the basis of that investigation it has been determined by the MHACY that the Residents are eligible or ineligible for continued occupancy. In the event a determination has been made that the Residents are no longer eligible for public housing, the MHACY shall proceed to terminate this lease in accordance with the provisions of paragraph 20.

*Redetermination of Rent During Annual Review:* The rent set forth in paragraph 3 of this lease will remain in effect until:

1. The Residents' source and/or amount of income (wages, public assistance, child support, unemployment, SSI, social security, monetary contributions from third parties, interest from financial institutions, etc.) changes and/or there is a change in the Residents' family status due to divorce, death, marriage, birth or adoption of additional children, assumption of legal custody of any minor children, or any person(s) who, with the written consent of the MHACY, is added to the lease as a member of the household.
2. Upon a change in the Residents' family composition or income, the MHACY will re-calculate the Residents' rent in accordance with applicable federal guidelines.
3. Where applicable federal regulations require an adjustment to the rent set forth in paragraph 3 of this lease, the MHACY will mail or deliver a notice of Rent Adjustment to the Resident. Rent adjustments made upon an annual re-examination, will become effective on a pre-determined date. Rent adjustments made as the result of an interim review will become effective as follows:
  - a. Rent decreases will become effective the first (1<sup>st</sup>) day of the month after the re-examination was completed; and
  - b. Rent increases will become effective the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month after the re-examination was completed.

*Redetermination of Unit Size During Annual Review:*

Where the MHACY determines during an annual review that, due to a change in the Residents' family size, the Residents occupy an oversized or undersized unit, the MHACY shall notify the Residents via service of a written demand directing that they relocate into a sized unit that is in compliance with MHACY's Admissions and Continued Occupancy Policy within fourteen (14) days. The Residents agree that upon service of a notice to relocate, the Residents shall transfer to the appropriately sized unit. [966.(c)(3)]. All notices of transfer served upon the Residents are subject to the MHACY's Grievance Procedure.

C. It is a serious and material term and condition of this lease that the Residents must complete their annual reexamination within fourteen (14) days of the date scheduled or rescheduled by the MHACY as the Residents' date of re-examination. Residents who have a FLAT RENT and fail to complete their reexamination within 14 days waive their entitlement to a continuation of the FLAT RENT and shall immediately be subject to a recalculation of their rent at the highest amount possible under applicable federal regulations. The MHACY shall terminate the lease of all Residents who fail to complete their reexamination within fourteen (14) days of date scheduled or rescheduled by the MHACY, on the ground that the Residents have breached a serious and material term and condition of their lease.

#### 10. ENTRY OF PREMISES DURING TENANCY:

A. The MHACY shall, upon reasonable advance notification to the Resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises. A written statement specifying the purpose of the MHACY entry delivered to the premises at least 48 hours (2 days) before such entry shall be considered reasonable advance notification. [966.4(j)(1)] An adult member of the family must be present when the MHACY staff enters the unit to perform a non-emergency inspection. Where an adult family member is not present, the MHACY is authorized under the terms of this lease to enter the unit with another staff member to conduct the inspection.

B. The Resident shall notify the MHACY of any needed repairs in accordance with the established maintenance procedures of the MHACY. Such notice(s) shall be deemed an authorization by the Resident for the MHACY to enter said premises with entrance door keys to make necessary repairs.

C. If the MHACY has reason to believe that an emergency exists, the MHACY may enter the premises at any time without advance notification or the Resident's consent.

D. Anytime an inspection is conducted outside the presence of the Resident or an adult household member, the MHACY must provide a written statement to the Resident which specifies the date, time, and purpose of entry, and the MHACY must leave that statement on the premises in a visible place before the MHACY personnel leave the premises. [966.4(j)(2) & (3)]

E. In the event federal, state, or local authorities require access to the premises for the purpose of addressing issues pertaining to the health and/or safety of the Residents, the MHACY staff are authorized to provide such access.

#### 11. INSPECTIONS BY THE MHACY:

In addition to all other inspections required or permitted by the lease, all dwelling units and the equipment provided by the MHACY may be inspected on an annual basis or more often if it appears that conditions exist that are detrimental to the integrity of the premises, if they impair the social environment of the community, and/or if they violate the MHACY's Housekeeping Policy. [966.4(j)(1)]. Quality control inspections may be conducted at the discretion of the MHACY to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame. HUD representatives and/or local governmental officials may inspect the premises for the purpose of assessing the MHACY's inventory. MHACY inspectors may periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions, or local code violations within the unit.

## 12. TRANSFERS:

A. The MHACY reserves the right to relocate the Resident from the dwelling unit provided for in this lease into another dwelling unit owned by the MHACY under the following circumstances:

1. The MHACY determines that the size or design of the dwelling unit is no longer appropriate to the Resident's needs.
2. The MHACY determines that the Resident's relocation is necessary to enable the Authority to rehabilitate the Resident's unit.
3. The Resident's unit has special features and the MHACY determines that the unit should be made available to a Resident who is disabled.
4. The Resident's relocation is authorized under federal law.
5. The MHACY determines that a transfer is required to abate a dangerous and/or substandard condition in the unit.
6. The transfer is scheduled as part of an approved relocation plan of the MHACY.

B. In the case of an involuntary transfer, the Resident shall be required to move into the new dwelling unit made available by the MHACY within fourteen (14) days of the date the MHACY serves the Resident with a written transfer notice. All involuntary transfers are subject to the MHACY's Grievance Procedure.

C. Where a Resident requests a transfer from their dwelling unit, the MHACY will consider that request in accordance with the transfer priorities established in the MHACY's ACOP and applicable federal regulations. In the event the MHACY approves a Resident's transfer request, the Resident shall be responsible for all moving costs related to the transfer, as well as the costs incurred by the MHACY in effectuating the transfer, including but not limited to the costs associated with readying the new unit.

D. In the event the Resident is transferred, either voluntarily or involuntarily, the Resident and the MHACY shall enter into a new lease agreement in regard to the new dwelling unit.

E. A Resident's failure to transfer to a new unit, absent a showing of good cause, shall be deemed a serious and material breach of the terms of this lease.

## 13. ACCOMMODATION FOR PERSONS WITH DISABILITIES:

The MHACY shall, as required by law, provide reasonable accommodations to Residents with disabilities in regard to the terms and conditions of their occupancy, and in regard to the Residents' use of the MHACY's Grievance Procedures. In regard to all aspects of this lease, a disabled Resident shall be provided with reasonable accommodation to the extent necessary to provide disabled persons with an opportunity to use and occupy the dwelling unit equal to a non-disabled person. At any time during the term of this lease, a Resident may request a reasonable accommodation, including an accommodation that will enable the Resident to meet the requirements of his/her lease, or other requirements of his/her tenancy. [966.7]

If, during the term of this lease, a Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and the MHACY cannot make any reasonable accommodation that would enable the Resident to comply with the lease THEN, the MHACY will assist the Resident, or designated member(s) of the Resident's family, to find more suitable housing and move the Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving the Resident, the MHACY will work with appropriate agencies to secure suitable housing and will terminate this lease. [8.3]

At the time of admission, all Residents shall identify the family member(s) to be contacted if they become unable to comply with the terms of this lease.

## 14. PAYMENTS RECEIVED BY THE MHACY FROM THE RESIDENT:

The MHACY shall have the sole discretion to allocate, in a manner authorized by federal law, payments received from the Resident as rent, a security deposit, maintenance charges, court costs, utility costs, or any other non-rent charges, or as any combination thereof.

## 15. DESTRUCTION OF PREMISES:

If the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the Residents, (1) the Residents shall immediately notify the site manager of the damage; and (2) upon notice, the MHACY shall repair the unit within a reasonable time. Where the damage was caused by the Resident, a member of the Resident's household, or a guest of the Resident, the reasonable cost of the repairs shall be charged to the Residents. If the repairs cannot be made within a reasonable time, the MHACY shall offer alternate accommodations to the Residents, where available, and shall abate the rent in the damaged unit in proportion to the seriousness of the damage and loss in value. However, no abatement shall occur if the Residents reject the alternative accommodations or if the damage was caused by the Resident, a member of the Resident's household, or a guest of the Resident. [966.4(h)]



The MHACY reserves the right to deny or grant the Resident re-occupancy into the original unit occupied by the Resident. Where the Resident fails to pay the cost of the repairs, or where the damage was caused by the Resident, a member of the Resident's household, or a guest of the Resident, nothing contained herein shall preclude the MHACY from terminating this lease pursuant to the provisions of paragraph 20.

**16. PROHIBITION AGAINST ALTERNATIVE HOUSING ACCOMMODATIONS:**

A. The Residents agree not to have alternative housing or reside out of the dwelling unit for more than thirty (30) consecutive days unless prior written approval is received from the MHACY. If the entire family is absent from the unit, without MHACY permission, for more than thirty (30) consecutive days, the unit will be considered to be vacant and MHACY will terminate this lease.

B. Any member of the household will be considered permanently absent if he/she is away from the unit for ninety (90) days, within a 12 month period, except as otherwise provided with permission or approval of the MHACY. In the event a household member is away from the unit for ninety (90) days, the MHACY shall, upon notice to the remaining Residents, remove his/her name from this lease, and the absent household member shall thereafter be prohibited from occupying the dwelling unit.

C. Where the Resident's absence from the unit is caused by, or the result of, a disability, the MHACY will grant the Resident a reasonable accommodation to allow him/her to continue in occupancy despite an absence from the dwelling unit. During all such periods, however, the Resident shall be required to pay his/her rent and all other charges for which the Resident is liable under the terms of this lease.

**17. ABANDONMENT OF DWELLING UNIT AND/OR PERSONAL PROPERTY:**

A. In the event the Residents remove their furniture and other personal property from the dwelling unit, other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of the MHACY, be considered abandoned.

B. Where the Residents abandon the dwelling unit, the MHACY shall have the right to store or otherwise dispose of any remaining property abandoned by the Residents as follows:

1. Upon abandonment of the dwelling unit by the Residents, the MHACY shall create an inventory of any personal property left in or about the dwelling unit;
2. The inventory shall be maintained at the MHACY's Main Office, and shall be made available to the Residents upon request;
3. The MHACY shall maintain any and all personal property left in or about the dwelling unit by the Residents for a period of no less than thirty days. After thirty days has expired from the date the inventory was created, the personal property inventoried shall be deemed abandoned, and the MHACY shall have the right to dispose of the property listed, either by a private sale, or any other manner deemed appropriate.
4. The Residents may, within thirty days of the date the inventory is created, make a request in writing for a return of their property. Upon service of a timely request, the MHACY shall return all personal property it inventoried to the Residents.

C. Where the Residents are removed from the dwelling unit pursuant to a Warrant of Eviction, any personal property left in or about the dwelling unit by the Residents shall be deemed abandoned and shall be returned to the Residents or disposed of by the MHACY, in accordance with paragraph 17(B).

**18. VACATING PREMISES:**

A. The Residents shall notify the MHACY in writing of their intent to vacate the dwelling unit thirty (30) days in advance of the date the unit is to be vacated. In the event the Residents fail to serve the MHACY with a thirty day written notice before they vacate the unit, the Residents shall forfeit the security deposit paid by them under the terms of this lease and shall be liable for additional rent as it becomes due, until such time as the apartment is re-rented. A forfeiture of the security deposit shall not limit the MHACY's rights to recover the cost of any repairs required in the dwelling unit, as provided for under the terms of this lease.

B. Where a thirty day written notice is served by the Residents, this lease shall terminate on the date set forth in the Residents' notice and the Residents shall vacate the unit on or before that date. There shall be no renewal whatsoever of this lease by operation of law once the Residents have served a thirty day notice to vacate upon the MHACY.

C. Upon vacating, the Residents shall remove all of their personal property and return the unit in as good a condition as when they first accepted it. Additionally, the Residents shall return to the MHACY all keys (entrance door keys, mailbox keys, etc.) electronic passes, parking permits and identification cards used in regard to their occupancy in the unit, and provide the MHACY with their forwarding address.

D. Any personal property left in the dwelling unit after the Residents have vacated the unit shall be deemed abandoned and shall be disposed of in accordance with the provisions of paragraph 17.

After the Residents have vacated the unit the MHACY will mail the Residents an itemized statement of account to the forwarding address they have provided. In the event the Residents owe the MHACY any monies under the terms of this lease, the MHACY reserves the right to deduct said sums from the security deposit paid, in accordance with paragraph 4, and to pursue collection of any other monies owed as is allowed by law.

**19. CHARGES ASSESSED UPON TERMINATION OF THE TENANCY:**

A. The MHACY will refund the Residents' Security Deposit to them within thirty (30) days of the date they vacate the unit, subject to any deductions made in accordance with paragraphs 5, 8, 9, 15, 18 and 22, and subject further to the following costs that will be assessed against the Residents at the time they vacate the unit:

- (a) The cost of cleaning the unit;
- (b) The cost of cleaning the appliances; and
- (c) All outstanding court costs and legal fees authorized by a court of competent jurisdiction.

B. The MHACY will forward any refund due to the Residents under the term of this lease to the Residents at the forwarding address they provide the MHACY upon vacating the unit.

## 20. TERMINATION OF LEASE:

A. The MHACY may terminate this lease for a serious or repeated violation of material terms of this lease, including but not limited to failure to make payments due under its terms, failure to fulfill the Residents' Obligations set forth in paragraphs 8, 9 and 12, for being over the income limit for the program, and/or for "other good cause". [966.4(1)(2)] "Other good cause" shall include, but is not limited to, the following:

1. The Resident or member of the Resident's household has been convicted for the manufacture or production of methamphetamine on the premises of federally assisted housing. Upon notice of the conviction, the Residents, the MHACY will immediately terminate this lease. [966.4(1)(5)(i)(A)]
2. The Residents, members of their household, their guests engage in drug-related activity, on or off the premises, or other persons under the Residents' control, engage in drug-related activity on the premises. [966.4(1)(5)(i)(B)]
3. The Resident or member of the Resident's household is illegally using a drug or if the MHACY determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. [966.4(1)(5)(i)(B)]
4. The Resident or member of the Resident's household is engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises, the Residents' lease shall be terminated. [966.4(1)(5)(ii)(A)]
5. The Resident is fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor under the laws of such State; or is violating a condition of probation or parole imposed under Federal or State Law. [966.4(1)(5)(ii)(B)]
6. The Resident or member of the Resident's household has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. [966.4(1)(5)(vi)(A)]
7. The Resident or member of the Resident's household has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers. [966.4(1)(5)(vi)(B)]
8. The Resident has failed to pay utility bills when the Resident is responsible for paying such bills directly to the supplier of utilities.
9. The Resident has misrepresented or concealed: household income, assets, household composition, boarders, lodgers, guests, or any other person given accommodation; has otherwise failed to disclose facts that render the Resident ineligible for public housing; and/or has made materially false or fraudulent statements in connection with an application for assistance or with reexamination of income. [966.4(1)(2)(iii)(C)]
10. The Resident or a member of the Resident's household failed to comply with the MHACY's Community Service Policy, and twelve months have elapsed since the Residents were notified that their lease would not be renewed. [966.4(1)(iii)(D)]
11. After receipt of a written notice in accordance with 966,3, and upon service of the notice required by 966.4(1)(2)(iii)(E), the Resident has failed to accept a lease revision offer to an existing lease.
12. The Resident has failed to sign the lease or has failed to supply any certification, release, information or documentation needed to process the Resident's annual re-examinations or interim redeterminations within fourteen (14) days of written demand for same issued by the MHACY.
13. The Resident has failed to transfer to another apartment upon notice from the MHACY as provided for herein.
14. The MHACY has determined that the Resident is non-desirable because of his/her breach of MHACY rules, including but not be limited to the Resident's: failure to act in a cooperative manner with other residents and/or the MHACY's employees; failure to refrain from and/or cause members of the Resident's household or guests from acting or speaking in an abusive or threatening manner toward other residents and/or the MHACY's employees; the commission of any fraud in connection with any federal housing assistance program; failure to notify MHACY within ten (10) days of a conviction of a misdemeanor or felony; the receipt of assistance for any other unit assisted under any federal housing assistance program during the terms of this lease; allowing the halls, stairways and vestibules to be obstructed or used for children's play or for any purpose other than ingress or egress (coming in or going out); airing laundry or other materials in areas prohibited by the MHACY; installing exterior shades, awnings or window guards on the MHACY's property; possessing furniture (including but not limited to beds) in the dwelling unit that contains a liquid or semi-liquid; and/or failing to comply with the Smoke-Free Lease Addendum.
15. The lease unit has been rendered uninhabitable because of misconduct by the Resident, a member of the Resident's household, or guests of the Resident and the Resident has failed to pay the cost of repairs.
16. The Resident has failed to comply with the MHACY's Pet Policy.
17. The Resident has failed to comply with the MHACY's Housekeeping Policy.
18. The Resident has failed to pay the amount of rent due under the terms of this lease and has appeared in court for the late payment of rent three (3) times within a twelve month period.

B. In the event that the MHACY determines to terminate this lease, the Resident shall be served a Notice of Termination prior to the date of termination as follows:

1. Service of the Notice of Termination shall be made fourteen (14) days prior to the termination date in cases of failure to pay rent. [966.4(l)(3)(i)(A)]
2. Service of the Notice of Termination shall be made three (3) days prior to the termination date where (a) the health and safety of other residents, MHACY employees, or persons residing in the immediate vicinity of the premises is threatened; or (b) any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or (c) any member of the household has been convicted of a felony. [966.4(l)(3)(i)(B)]. The MHACY has a "one strike" or "zero tolerance" policy with respect to violations of lease terms regarding drug-related and other criminal activities, in accordance with 24 CFR§966.4(1)(5);
3. Service of the Notice of Termination shall be made thirty (30) days prior to the termination date in all other cases. [966.4(l)(3)(i)(C)]

C. If the Resident is the sole occupant of the dwelling unit, this lease shall automatically terminate upon the death of the Resident. Upon such termination, the MHACY shall have the right to immediately enter the unit, change the locks and take possession of the dwelling unit. The MHACY thereafter, for a period of fourteen (14) days, shall allow the Resident's family the opportunity to enter the unit under the supervision of the MHACY's personnel, for the purpose of removing the Respondent's personal possessions. In order to gain such entry, the family will be required to present proper identification.

## 21. LEGAL NOTICES:

A. **Resident Responsibility:** Any notice from the Resident to the MHACY must be in writing and must be delivered to the MHACY Management Office or to the MHACY's Main Office, or sent by pre-paid first class mail. [966.4(k)(1)(ii)]. Nothing contained herein shall prohibit the Resident from sending an additional copy of the notice to the MHACY by certified mail, express mail, and/or overnight delivery service addressed to MHACY's Main Office.

B. **MHACY Responsibility:** Any adverse notice sent by the MHACY to the Resident, including but not limited to a proposed lease termination, transfer of the resident to another unit, a change in amount of rent, the imposition of charges for maintenance and/or repair, or for excess consumption of utilities, must be in writing and served as follows:

1. Personal delivery of the adverse notice shall be made to the Resident or to any adult member of the household, or alternatively, the adverse notice shall be mailed by pre-paid first class mail. [966.4(k)(1)(ii)] Nothing contained herein shall prohibit the MHACY from sending an additional copy of an adverse notice to the Residents by certified mail, express mail, and/or overnight delivery service, addressed to the Resident.
2. A Notice of Lease Termination shall be served on the Resident by personal delivery or certified mail return receipt requested addressed to the Resident. A Notice of Lease Termination issued by the MHACY to the Resident shall state the reason for the termination of the Residents' tenancy, the date that the termination will take place, and shall inform the Resident of their right to make such reply as the Resident may wish. The notice shall also inform the Resident of their right (pursuant to 24 CFR §966.4(m)) to examine the MHACY's documents directly relevant to the termination or eviction. All Notice of Lease Terminations, except those served under the MHACY's strike policy, shall advise the Resident of his/her right to request a hearing under the MHACY's Grievance Procedure, a copy of which is annexed as Appendix A.
3. All other notices sent by the MHACY to the Resident may be sent by first class mail. In the event a notice is mailed by first class mail, it shall be deemed delivered unless the envelope is returned to the MHACY by the United States Postal Service.
4. If the Resident is visually impaired, all notices sent pursuant to the terms of this lease must be in an accessible format. [966.4(k)(2)]

## 22. COURT COSTS AND ATTORNEY FEES:

If it becomes necessary for the MHACY to employ an attorney and bring a court proceeding against the Resident to collect any rent and/or other charges, or to enforce any provision of this Lease, or to evict the Resident from the premises, and if judgment is entered against the Resident in favor of the MHACY in such proceedings, the Resident shall be obliged to pay all court costs and reasonable attorney's fees awarded to the MHACY by a court of competent jurisdiction.

## 23. WAIVER:

No delay or failure by the MHACY in exercising any right under this Lease, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein. The failure of the MHACY to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by the MHACY of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by the MHACY unless such waiver is in writing signed by the MHACY. No act or thing done by the MHACY during the term of this lease shall be deemed an acceptance of a surrender of the dwelling unit and no agreement to accept such surrender shall be valid unless in writing signed by the MHACY. No employee of the MHACY shall have any power to accept the keys of the dwelling unit prior to the termination of the lease and the delivery of keys to any employee shall not operate as a termination of the lease or a surrender of the dwelling unit.

## 24. MISCELLANEOUS

*Remedies Cumulative:* The rights and remedies of the MHACY and the Resident under this lease are cumulative and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy.

*Severability:* In the event that any provision of this lease shall violate any requirement of law then such provision shall be deemed void, the applicable provision of law shall be deemed substituted, and all other provisions of this lease shall remain in full force and effect.

*Joint and Several Obligations:* If more than one (1) person joins in the execution of the lease, the covenants and agreements hereof shall be their joint and several obligations as though the relative words were written in the plural.

*Captions:* The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe either the scope of this lease or the intent of any provision thereof.

*Definitions:* Whenever the word "Resident" is used in this lease, it shall be deemed to refer to the Resident, any member of the Resident's household, a guest, or any other person under the Resident's control, in a proper case. The nouns "Resident" and "Residents" shall be deemed to be singular or plural in number as the context of this lease may require.

*Present and Future Laws:* This lease is subject to any and all present and future federal, state, and municipal laws applicable to public housing. In the event that any provision of this lease is deemed by a court of competent jurisdiction to be inconsistent with a federal, state and/or municipal law, then the applicable provision of the law shall be deemed substituted for the provisions herein.

*Incorporation:* The MHACY's Grievance Procedure, Admissions and Continued Occupancy Policy ("ACOP"), Pet Policy, Lead Disclosure Addendum, Community Service/Economic Self-Sufficiency Requirement Policy for Public Housing Residents and MHACY's Housekeeping Policy are herewith incorporated by reference and are deemed a part of this Lease.

**25. MODIFICATIONS TO THE LEASE**

The terms of this lease, including the additional charges that are set forth herein, are subject to modification or revision, upon at least thirty days prior written notice to the Resident and the Residents' Organizations. The written notice shall explain the reason(s) for the proposed modification or revision, and shall provide the Resident and the Organizations with an opportunity to present written comments, which the MHACY shall consider before the changes are implemented. All notices issued under this paragraph shall be posted in the MHACY's central office; shall be hand delivered to the dwelling unit, and shall be posted in a conspicuous place throughout the affected property. Once effectuated, all changes made to the terms of this lease shall be formally incorporated into a new lease that shall be executed by the Resident and the MHACY at the Resident's next recertification. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

I, the undersigned, do hereby acknowledge that I have read this lease and that I fully and completely understand the provisions contained herein. Further, I agree to abide by the provisions set forth in this lease. I also acknowledge that a copy of MHACY's Grievance Procedure is annexed to this lease, and also posted in the MHACY Management Office, and I fully understand its contents. Lastly, I acknowledge that I have been informed that if I have questions relating to my obligations under this lease, a proposed lease termination, or any matter that is subject to the MHACY's Grievance Procedure, I have the right to consult with and/or be represented by an attorney

IN WITNESS WHEREOF, the parties have executed this Dwelling Lease this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ at \_\_\_\_\_,  
State of New York.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR PUBLIC HOUSING ARE TRUE AND CORRECT. I ALSO UNDERSTAND THAT THE SUBMISSION OF FALSE INFORMATION CONSTITUTES A SERIOUS AND MATERIAL BREACH OF THIS LEASE, FOR WHICH THE MHACY HAS THE RIGHT TO TERMINATE MY TENANCY.

**WARNING! TITLE 18, SECTION 101 OF THE UNITED STATES CODE MAKES IT A CRIMINAL OFFENSE TO MAKE WILLFUL FALSE STATEMENTS OR MISREPRESENTATIONS TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES.**

The Municipal Housing Authority  
For the City of Yonkers

\_\_\_\_\_  
Resident Date

By \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Resident Date

By \_\_\_\_\_  
MHACY Representative

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_ "He recibido una copia del contrato de arrendamiento en español". (I have received a copy of the Lease.)

**The Municipal Housing Authority  
For The City of Yonkers**  
1511 Central Park Avenue  
Yonkers, New York 10710

Client No.     «Client»  
Unit No.       «Unit»  
# of Bedrooms «Bedsize»

**DWELLING LEASE ADDENDUM**

The Municipal Housing Authority For The City of Yonkers (“MHACY”), whose mailing address is 1511 Central Park Avenue, Yonkers, New York 10710, represented by its Executive Director or his/her designee, leases to «Member1FirstName» «MI1» «Member1LastName» (“the Resident” and/or “Head of Household”) amends the lease duly executed between the parties on \_\_\_\_\_ (insert date) (the “original lease”) for dwelling unit located at «Street Address» «Zip Code» as follows:

**1. IDENTIFICATION OF RESIDENT HOUSEHOLD**

A. The premises leased are a private residence to be occupied only for the exclusive use and occupancy of the Resident and the Resident’s household who are specifically identified below, and who are collectively referenced in this lease as “the Residents”. [966.4(d)(1)] All members of the household 18 years old or older shall execute this lease.

**RESIDENT’S HOUSEHOLD:**

<b>Name</b>	<b>Social Security Number</b>	<b>Sex</b>	<b>Relationship</b>	<b>Date of Birth</b>
«Member1FirstName» «MI1» «Member1LastName»	«Mem1SSN»	«Sx 1»	«RelaMember1»	«BD1»
«Member2FirstName» «MI2» «Member2LastName»	«Mem2SSN»	«Sx 2»	«RelaMember2»	«BD2»
«Member3FirstName» «MI3» «Member3LastName»	«Mem3SSN»	«Sx 3»	«RelaMember3»	«BD3»
«Member4FirstName» «MI4» «Member4LastName»	«Mem4SSN»	«Sx 4»	«RelaMember4»	«BD4»
«Member5FirstName» «MI5» «Member5LastName»	«Mem5SSN»	«Sx 5»	«RelaMember5»	«BD5»
«Member6FirstName» «MI6» «Member6LastName»	«Mem6SSN»	«Sx 6»	«RelaMember6»	«BD6»
«Member7FirstName» «MI7» «Member7LastName»	«Mem7SSN»	«Sx 7»	«RelaMember7»	«BD7»
«Member8FirstName» «MI8» «Member8LastName»	«Mem8SSN»	«Sx 8»	«RelaMember8»	«BD8»
«Member9FirstName» «MI9» «Member9LastName»	«Mem9SSN»	«Sx 9»	«RelaMember9»	«BD9»
«Member10FirstName» «MI10» «Member10LastName»	«Mem10SSN»	«Sx 10»	«RelaMember10»	«BD10»
«Member11FirstName» «MI11» «Member11LastName»	«Mem11SSN»	«Sx 11»	«RelaMember11»	«BD11»
«Member12FirstName» «MI12» «Member12LastName»	«Mem12SSN»	«Sx 12»	«RelaMember12»	«BD12»

**2. PERIOD OF LEASE RENEWAL:**

The lease renewal shall begin on «LeaseStrtDate» and end on «LeaseEndDate». The renewal lease shall be automatically renewed for a successive term of 12 months, unless the family fails to comply with the Community Service requirement or it is terminated by the MHACY or the Resident pursuant to the terms of this lease, or pursuant to applicable federal or state regulation. [966.4(a)(1)].

**3. RENT AND ADDITIONAL CHARGES:**

A. The monthly rent is \$«NewRent».00. This rent amount is subject to change, as approved by the MHACY Board and/or HUD. [996.4(b)(i)]

5(E). Parking Charges: The Resident may be assigned a parking space by the MHACY if the Resident has a valid driver's license, insurance and current vehicle registration in the Resident’s own name. Spaces are limited to one (1) per family and are assigned on a first-come, first-serve basis. The fee for said parking space is \$20.00 per month except if the owner of the registered vehicle is 62 years old or older, in which event the fee for the parking space is \$15.00 per month. Residents that park at any site that has the E-Z Access Tag System, located at the Front Vehicle Entrance Gate, will be charged a monthly fee of \$25.00 per tag. If the tag is lost or stolen and replaced there will be an additional replacement fee. If the Resident fails to pay his/her parking fee after the 7th calendar day of the month or the 5th business day, whichever is first, then the MHACY shall issue the Resident a demand that the parking fee be paid within five (5) days, and in the event the Resident fails to pay the parking fee within the five (5) day period, the MHACY shall revoke the Resident’s parking permit and assign the space to another Resident. All notices sent to the Resident pursuant to this paragraph are subject to the MHACY’s Grievance Procedure, annexed to the lease as Appendix A.

8(B). Payments: The Residents shall pay all monies due under this lease, including but not limited to rent, security deposit, repair and/or maintenance charges, court costs, and/or fees for utilities and special services. Additionally, the Residents shall pay a charge of \$25.00 to compensate the MHACY in the event a check tendered to the MHACY by a Resident is returned by the bank for any reason. Maintenance and/or repair charges incurred for damage that exceeds normal wear and tear shall be assessed in accordance with the MHACY’s schedule of charges, which is posted at the MHACY’s main office and incorporated into this lease by reference. [966.4(b)(2)] Said charges shall become due and owing two weeks after the MHACY serves written notice upon the Residents of the charges assessed. [966.4(b)(4)]. The Residents’ failure to pay such charges is a serious violation of this lease, for which the MHACY may terminate the lease.

8(E). Quiet Enjoyment: The Residents, members of their household, their guests, and/or other persons under the Residents’ control, shall act in a manner that respects the right of other residents to the peaceful and quiet enjoyment of the premises, and is conducive to maintaining the project in a decent, safe and sanitary condition. [966.4(f)(11)] Residents shall assure that no person under their control engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or engages in drug related activity on the premises. [966.4(f)(12)(ii)] Every adult resident is obligated to notify MHACY within ten (10) days of a conviction for any misdemeanor or felony, and his/her failure to do so shall constitute a material breach of this lease. The Residents, members of their household and/or their guests shall not:

1. disturb or permit the disturbance of others by the loud use of musical instruments, music or other sounds.
2. place or permit to be placed upon the outside windowsills, or thrown or suspended from windows, balconies or railings of the building, any items that can fall and cause injury to persons or property below.
3. erect or hang radio or television antennas or satellite dishes on or from any part of the premises.

4. allow children to be unruly, unattended and/or unsupervised.
5. allow any individual that has been barred or banned from the MHACY's property to be in the Resident's unit.
6. engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises). [966.4(f)(12)(i)(A)]
7. engage in any drug-related criminal activity on or off the premises. [966.4(f)(12)(i)(B)]
8. engage in abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents. [966.4(f)(12)(iii)]

8(Q). Comply with Community Service Policy: The Residents agree to comply with any Community Service/Economic Self Sufficiency Requirement Policy ("Community Service Policy") in effect during the term on this lease. A copy of the policy is annexed to the lease as Appendix E and incorporated herein by reference.

8(R). Comply with Smoke-Free Lease Addendum: The Residents shall execute a Smoke-Free Lease Addendum, and they and their guests shall comply with the terms of MHACY's Smoke-Free Housing Policy.

9(B). The status of each family is to be re-examined at least once a year, at which time the MHACY must provide the Residents with any choices then available to them in regard to their rent calculation.

20(A). The MHACY may terminate this lease for a serious or repeated violation of material terms of this lease, including but not limited to failure to make payments due under its terms, failure to fulfill the Residents' Obligations set forth in paragraphs 8, 9 and 12, for being over the income limit for the program, and/or for "other good cause". [966.4(l)(2)] "Other good cause" shall include, but is not limited to, the following:

14. The MHACY has determined that the Resident is non-desirable because of his/her breach of MHACY rules, including but not be limited to the Resident's: failure to act in a cooperative manner with other residents and/or the MHACY's employees; failure to refrain from and/or cause members of the Resident's household or guests from acting or speaking in an abusive or threatening manner toward other residents and/or the MHACY's employees; the commission of any fraud in connection with any federal housing assistance program; failure to notify MHACY within ten (10) days of a conviction of a misdemeanor or felony; conviction of a sex offense that requires a lifetime sex offender registration under state law; the receipt of assistance for any other unit assisted under any federal housing assistance program during the terms of this lease; allowing the halls, stairways and vestibules to be obstructed or used for children's play or for any purpose other than ingress or egress (coming in or going out); airing laundry or other materials in areas prohibited by the MHACY; installing exterior shades, awnings or window guards on the MHACY's property; possessing furniture (including but not limited to beds) in the dwelling unit that contains a liquid or semi-liquid; and/or failing to comply with the Smoke-Free Lease Addendum.

20. The Resident or a member of the Resident's household has failed to attend two scheduled annual reexamination interviews without MHACY approval.

21. MHACY has determined to exclude the Resident from the unit, and terminate his/her tenancy, because he/she has engaged in criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking.

#### 21. LEGAL NOTICES:

2. A Notice of Lease Termination shall be served on the Resident by personal delivery or certified mail return receipt requested addressed to the Resident. A Notice of Lease Termination issued by the MHACY to the Resident shall state the reason for the termination of the Residents' tenancy, the date that the termination will take place, and shall inform the Resident of their right to make such reply as the Resident may wish. The notice shall also inform the Resident of their right (pursuant to 24 CFR §966.4(m)) to examine the MHACY's documents directly relevant to the termination or eviction. All Notice of Lease Terminations, except those served under the MHACY's one strike policy, shall advise the Resident of his/her right to request a hearing under the MHACY's Grievance Procedure, a copy of which is annexed as Appendix A. Where the Resident requests a hearing, MHACY shall select a Hearing Officer in accordance with the provisions of MHACY's Grievance Procedure. Staff members who did not participate in the adverse determination at issue will be assigned to preside over informal hearings. At formal hearings, the Hearing Officer selected shall be admitted to the practice of law in the State of New York, have experience in public housing law, have an appropriate judicial temperament, and evidence the ability to be fair and impartial.

#### 24. MISCELLANEOUS

*Incorporation:* The MHACY's Grievance Procedure, Admissions and Continued Occupancy Policy ("ACOP"), Pet Policy, Lead Disclosure Addendum, Community Service/Economic Self-Sufficiency Requirement Policy for Public Housing Residents, MHACY's Housekeeping Policy and Violence Against Women and Justice Department Reauthorization Act of 2005 Addendum are herewith incorporated by reference and are deemed a part of this Lease.

Except as provided for in this Dwelling Lease Addendum, the terms of the original lease remain in full force and effect, and are incorporated herein by reference. In the event a conflict arises between the original lease and this Dwelling Lease Addendum, then the terms of the Lease Addendum shall apply and bind the parties.

I, the undersigned, do hereby acknowledge that I have read this Dwelling Lease Addendum and that I fully and completely understand the provisions contained herein. Further, I agree to abide by the provisions set forth in this Dwelling Lease Addendum. I also acknowledge that a copy of MHACY's Grievance Procedure is annexed to my original lease, and also posted in the MHACY Management Office, and I fully understand its contents. Lastly, I acknowledge that I have been informed that if I have questions relating to my obligations under this Dwelling Lease Addendum, a proposed lease termination, or any matter that is subject to the MHACY's Grievance Procedure, I have the right to consult with and/or be represented by an attorney

IN WITNESS WHEREOF, the parties have executed this Dwelling Lease Addendum this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_,

State of New York.

I HAVE RECEIVED A COPY OF THIS DWELLING LEASE ADDENDUM AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY RECERTIFICATION FORMS FOR PUBLIC HOUSING AND/OR HOUSING SUBSIDIZED UNDER THE SECTION 8 PROGRAM ARE TRUE AND CORRECT. I ALSO UNDERSTAND THAT THE SUBMISSION OF FALSE INFORMATION CONSTITUTES A SERIOUS AND MATERIAL BREACH OF THIS LEASE, FOR WHICH THE MHACY HAS THE RIGHT TO TERMINATE MY TENANCY.

**WARNING! TITLE 18, SECTION 101 OF THE UNITED STATES CODE MAKES IT A CRIMINAL OFFENSE TO MAKE WILLFUL FALSE STATEMENTS OR MISREPRESENTATIONS TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES.**

The Municipal Housing Authority  
For the City of Yonkers

\_\_\_\_\_  
Resident Date

By \_\_\_\_\_  
MHACY Representative

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_ "He recibido una copia del suplemento de contrato de arrendamiento". (I have received a copy of the Lease Addendum.)

April, 2017

**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider 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, 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 that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date



# **GRIEVANCE PROCEDURE**

**of**

## **THE MUNICIPAL HOUSING AUTHORITY**

### **for the CITY OF YONKERS**

#### 1. Definitions Applicable to the Grievance Procedure

- (a) **Grievance:** Any dispute which Tenant may have with respect to PHA action or failure to act in accordance with the individual Tenant's Lease or PHA regulations which adversely affects the individual Tenant's rights, duties, welfare or status.
- (b) **Complainant:** Any Tenant (as defined below) whose grievance is presented to PHA (at the central office or the project office) in accordance with the requirements presented in this procedure.
- (c) **Elements of due process:** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - (1) Adequate notice to Tenant of the grounds for terminating the tenancy and for eviction;
  - (2) Right of Tenant to be represented by counsel;
  - (3) Opportunity for Tenant to refute the evidence presented by PHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which Tenant may have;
  - (4) A decision on the merits.
- (d) **Hearing Officer:** A person selected in accordance with this procedure to hear grievances and render a decision with respect thereto.
- (e) **Hearing Panel:** A three (3) member panel selected in accordance with this procedure to hear grievances and render a decision with respect thereto.
- (f) **Tenant:** The adult person (or persons) (other than a live-in aide): (1) Who resides in the unit, and who executed the Lease with PHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of Tenant's family residing in the dwelling unit.
- (g) **Resident Organization:** An organization of residents, which also includes a resident management corporation.

#### 2. Applicability of This Grievance Procedure

In accordance with the applicable Federal regulations this grievance procedure shall be applicable to all individual grievances (as defined in Section 1 above) between Tenant and PHA with the following two (2) exceptions:

- (a) Because HUD has issued a due process determination that the law of the State of New York requires that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section 1 above) before eviction from the dwelling unit, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of PHA, or
  - (2) Any drug-related criminal activity on or near such premises.
- (b) PHA grievance procedure shall not be applicable to disputes between tenants not involving PHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and PHA's Board of Commissioners.

This grievance procedure is incorporated by reference in all tenant dwelling leases and will be furnished to each tenant and all resident organizations.

Any changes proposed in this grievance procedure must provide for at least thirty (30) days notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by PHA before any revisions are made to the grievance procedure.

### **3. Informal Settlement of a Grievance**

Any grievance must be personally presented, in writing, to PHA's central office or the project office of the development in which the complainant resides within ten (10) days after the grievable event. Grievances received by PHA's central office will be referred to the person responsible for the management of the project in which the complainant resides.

As soon as the grievance is received, it will be reviewed by the management office of the project to be certain that neither of the exclusions in paragraph 2 above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to PHA's grievance procedure, with the reason therefor.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time within ten (10) working days to meet so the grievance may be discussed informally and settled without a hearing. At the informal hearing the complainant will present the grievance and the person in charge of the project office will attempt to settle the grievance to the satisfaction of both parties.

Within twenty (20) working days following the informal discussion, PHA shall prepare and either give or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Tenant's file.

### **4. Formal Grievance Hearing**

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the project office of the project where Tenant resides no later than ten (10) working days after the summary of the informal hearing is received. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion.

The written request shall specify:

- (a) The reasons for the grievance; and
- (b) The action or relief sought from PHA.

If the complainant requests a hearing in a timely manner, PHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, PHA and the Hearing Officer, but in no case later than thirty (30) working days after PHA received the complainant's request.

If the complainant fails to request a hearing within ten (10) working days after receiving the summary of the informal hearing, PHA's decision rendered at the informal hearing becomes final and PHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he/she failed to proceed in accordance with this procedure.

Failure to request a grievance hearing does not affect the complainant's right to contest PHA's decision in a court hearing.

### **5. Selecting Hearing Panel**

A grievance hearing shall be conducted by an impartial person appointed by PHA after consultation with resident organizations, as described below:

- (a) PHA shall nominate a slate of impartial persons to sit as Hearing Officers. Such persons may include PHA Board members, PHA staff members, residents, professional arbitrators, or others. The initial slate of nominees should be at least nine (9) persons.

PHA will check with each nominee to determine whether there is an interest in serving as a potential Hearing Officer, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of projects in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as Hearing Officers or whose time is too limited to make service practical will be withdrawn.

- (b) A slate of potential Hearing Officers nominated by PHA shall be submitted to PHA's resident organizations. Written comments from the organizations shall be considered by PHA before the nominees are appointed as Hearing Officers.
- (c) When the comments from resident organizations have been received and considered, the nominees will be informed that they are PHA's official grievance hearing committee. PHA will subsequently contact committee members in random order to request their participation as Hearing Officers.

## **6. Escrow Deposit Required for a Hearing Involving Rent**

Before a hearing is scheduled in any grievance involving the amount of rent which PHA claims is due under the Lease, the complainant shall pay to PHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer. This requirement will not be waived by PHA.

## **7. Scheduling Hearings**

When a complainant submits a timely request for a grievance hearing, PHA will immediately contact a member of the hearing committee to schedule the hearing within the following thirty (30) working days.

Once the Hearing Officer has agreed upon the hearing date and time, the complainant, the manager of the project in which the complainant resides, and Hearing Officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

## **8. Procedures Governing the Hearing**

The hearing shall be held before a Hearing Officer as described above in Section 7. The complainant shall be afforded a fair hearing, which shall include:

- (a) The opportunity to examine before the hearing any PHA documents, including records and regulations, that are directly relevant to the hearing.

Tenant shall be allowed to copy any such document at Tenant's expense. If PHA does not make the document available for examination upon request by the complainant, PHA may not rely on such document at the grievance hearing.

- (b) The right to be represented by counsel or other person chosen as Tenant's representative and to have such person make statements on Tenant's behalf.
- (c) The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of Tenant's complaint to controvert evidence relied on by PHA, and to confront and cross-examine all witnesses upon whose testimony or information PHA relies; and
- (d) A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without proceeding with the hearing if he/she determines that the issue has been previously decided in another proceeding.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, PHA must sustain the burden of justifying PHA's action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the Hearing Officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The Hearing Officer shall require PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The complainant or PHA may arrange in advance, and at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

If a Hearing Officer fails to disqualify himself/herself as required in Section 5(a), PHA will remove the Officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new Hearing Officer.

## **9. Failure to Appear at the Hearing**

If the complainant or PHA fails to appear at the scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for not to exceed ten (10) business days, or may make a determination that the party has waived his/her right to a hearing.

Both the complainant and PHA shall be notified of the determination by the Hearing Officer; provided, that a determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest PHA's disposition of the grievance in court.

#### **10. Decision of the Hearing Officer**

The Hearing Office shall prepare a written decision, together with the reasons for the decision within thirty (30) working days after the hearing. A copy of the decision shall be sent to the complainant and PHA.

PHA shall retain a copy of the decision in Tenant's folder. A copy of the decision with all names and identifying references deleted, shall also be maintained on file by PHA and made available for inspection by a prospective complainant, his representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless PHA's Board of Commissioners determines within thirty (30) working days, and promptly notifies the complainant of its determination, that:

- (a) The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's Lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare or status.
- (b) The decision of the Hearing Officer is contrary to applicable-Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and PHA.
- (c) A decision by the Hearing Officer or Board of Commissioners in favor of PHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

THE MUNICIPAL HOUSING AUTHORITY FOR THE CITY OF YONKERS

**PET POLICY**

In compliance with Section 526 of The Quality Housing and Work Responsibility Act of 1988 the MHACY hereby grants permission to MHACY Residents to own and keep common household pets, subject to the terms and conditions of this Pet Policy.

1. "Common household pets" are domesticated animals such as dogs, cats, birds, rodents, fish or turtles, that are traditionally recognized as companion animals and are kept in the home for pleasure rather than commercial purposes.
2. Residents may own one cat or one dog per dwelling unit, except that **PIT BULLS ARE NOT ALLOWED**. In the case of birds, a maximum of two birds is permitted, as long as the birds are kept in the same cage. There is no limit to the number of fish a Resident may own, but no more than one aquarium with a maximum capacity of twenty (20) gallons shall be permitted per dwelling unit. Only one tank or cage is allowed per dwelling unit for the purpose of housing domesticated reptiles or rodents. A Resident with a dog or cat may also have other categories of "common household pets", as allowed by this Pet Policy.
3. The rules of ownership in regard to the common household pets allowed in the Resident's dwelling unit under MHACY's Pet Policy are as follows:

**BIRDS:** Domesticated birds are allowed, such as Canaries, Parakeets and Finches; Residents may not own birds of prey. If the pet is a domesticated bird, it shall be housed in a bird cage and removed from the cage only for limited periods and for the sole purpose of maintaining the cage in a safe and healthy manner.

**FISH:** If the pet is a fish, the aquarium may not exceed twenty (20) gallons in capacity, and must be placed in a safe location in the dwelling unit. There is no limit to the number of fish the Resident may own, as long the fish are maintained in a safe and healthy manner in one tank.

**DOGS:** If the pet is a dog, the dog cannot weigh more than twenty-five (25) pounds or be bigger than fifteen (15) inches in height when fully grown.

**PIT BULLS ARE NOT ALLOWED.** Dogs that are commonly viewed as good pets for apartment living include Chihuahuas, Pekinese, Poodles, Schnauzers, Cocker Spaniels, Dachshunds and Terriers.

**CATS:** If the pet is a cat, the cat cannot weigh more than fifteen (15) pounds, and must be de-clawed, or have a scratching post. The Resident must have a litter box for cat waste, which must be kept inside the dwelling unit. The Resident shall not permit refuse from the litter

box to accumulate nor to become unsightly or unsanitary.

**RODENTS:** Hamsters, gerbils, and other domesticated rodents such as white rats and mice are allowed, as long as they are kept in an appropriate cage. There is no limit to the number of domesticated rodents the Resident may own, as long as the rodents are maintained in a safe and healthy manner in one cage, which is placed in a safe location in the dwelling unit.

**REPTILES:** Turtles, small lizards and other domesticated reptiles such as chameleons are allowed, as long as they are kept in an appropriate tank. There is no limit to the number of domesticated reptiles the Resident may own, as long as the reptiles are maintained in a safe and healthy manner in one tank, which is placed in a safe location in the dwelling unit.

4. **RESIDENTS MAY NOT OWN SMALL MAMMALS OR EXOTIC PETS.** Exotic pets, such as snakes, monkeys, and game pets, as well as small mammals, such as rabbits, are not deemed common household pets under this Pet Policy.

5. All female dogs over the age of six (6) months and female cats over the age of five (5) months must be sprayed, and all male dogs over the age of eight (8) months and all male cats over the age of ten (10) months must be neutered, unless a veterinarian certifies that surgery would be medically unsafe or unnecessary for the animal (because of the animal's health, age, etc.).

6. All pets must be inoculated, licensed and kept in accordance with applicable state and local laws.

7. All pets must be housed within the unit, and no facilities may be constructed outside the unit for the purpose of housing a pet. When outside the dwelling unit in the common areas of the housing complex, all pets must be appropriately and effectively restrained and controlled by a responsible individual. Dogs and cats must be on a leash and/or in a pet carrier when outside the dwelling unit. Neither dogs nor cats are permitted to run loose on MHACY property.

8. Residents shall control their pets so that the pets do not disturb, interfere or diminish the peaceful enjoyment of other residents, or damage MHACY property. The Residents shall not allow their pets to create a nuisance or a threat to the health or safety of other Residents, MHACY employees, or the public by reason of aggressive behavior, noise, unpleasant odors, or other objectionable conduct.

9. Any waste generated by a pet must be disposed of promptly to avoid any unpleasant and unsanitary odor from the unit. Dog owners must pick up waste generated by their pet, place it securely in a plastic bag, and dispose of it in the garbage in accordance with local law.

10. Pets, except pit bulls, that are owned by a non-resident ("visiting pets") are allowed to visit in a Resident's dwelling unit, but the visiting pet cannot remain in the unit for a period that exceeds seventy-two hours, and the Resident must make sure that the pet is restrained and controlled in a manner consistent with this Pet Policy. **PIT BULLS ARE NOT ALLOWED ON MHACY PROPERTY.** Residents are not required to pay the pet deposit required in paragraph 14 of this policy for visiting pets.

11. If a pet owned by the Resident, or visiting the resident, destroys MHACY property, or creates a nuisance, represents a threat to the safety and security of other residents, or is kept in unsanitary conditions, the Residents' permission to harbor the animal on MHACY property shall be revoked by the MHACY.

12. Residents who own pets are encouraged by the MHACY to obtain insurance to protect them against liability imposed as a result of damage and/or injury caused by their pet. All Residents who register a pet in accordance with this policy agree to indemnify and hold harmless the MHACY from all claims, causes of action, damages and/or expenses, including reasonable attorneys fees and court costs, resulting from behavior, action or activities of his/her pet. The MHACY accepts NO RESPONSIBILITY for the behavior of any pet under any circumstances.

13. All Residents must treat their pets in a humane manner that does not subject the animal to abuse, neglect or inhumane or cruel treatment nor cause them pain, injury, or suffering, whether through deliberate conduct or through the Resident's negligence.

14. (A) Residents are liable for the actual cost of any damage or injury to MHACY property caused by their pet(s). If the pet is a dog or cat, a refundable pet deposit of three hundred dollars (\$300.00) must be paid by the Resident at the time the pet is registered (or over a period not to exceed six (6) months, in the case of hardship). The pet deposit will be used by the MHACY at any time during the term of the Resident's lease, or upon the termination of the Resident's lease, to pay for any repairs to MHACY property required due to damage done by the Resident's pet. In the event a portion of the security deposit is utilized to pay for damage caused by the Resident's pet, the MHACY may demand that the Resident replenish the security deposit, and a failure to do so will be deemed a serious and material breach of the Respondent's tenancy for which the MHACY may commence an eviction proceeding in accordance with the terms of the lease executed between the parties. In the event the pet deposit is insufficient to pay for all of the damages done by the Resident's pet, the MHACY shall assess an additional charge against the Resident in the amount that the actual cost of repairs exceeds the amount of the pet deposit made by the Resident, so that the entire cost of repair is assumed by the Resident. The balance of the Resident's pet deposit shall be returned with interest to the Resident no later than thirty (30) days from the date the Resident relocates from MHACY property, as long as no pet damage is identified during the move-out inspection.

14. (B) MHACY will waive the refundable pet deposit of three hundred dollars (\$300.00) for Residents who own a service animal, upon written documentation from a medical care provider that the animal is intended to assist the Resident with a disability. In the event a service animal damages MHACY property, then MHACY will revoke the waiver, and the Resident will be required to pay for the damage already caused by the animal and either (a) pay the refundable pet deposit of three hundred dollars (\$300.00) or (b) remove the animal from the premises. The issue of a waiver in regard to the refundable pet deposit does not affect the Resident's obligations, as they are otherwise set forth in this Pet Policy.

15. In the event the Resident violates paragraphs 2,3,4,5,6,7,9, 14(B), or 18 of this Pet Policy, the MHACY shall serve a written notice upon the Resident directing that the Resident either correct the

violation or remove his/her pet or visiting pet from the dwelling unit within five (5) days. If the Resident does not correct the violation or remove the animal, the Resident shall be deemed to have committed a serious breach of the terms and conditions of his/her lease, and shall be subject to eviction. All notices served under this paragraph, whether in regard to a pet registered with the MHACY, or a visiting pet, shall be subject to MHACY's Grievance Procedure.

16. In the event the Resident violates paragraphs 8,10,11 or 13 of this Pet Policy, the MHACY shall serve a written notice upon the Resident directing that the Resident remove his/her pet or visiting pet from the dwelling unit within five (5) days. If the Resident does not remove the animal, the Resident shall be deemed to have committed a serious breach of the terms and conditions of his/her lease, and shall be subject to eviction. All notices served under this paragraph, whether in regard to a pet registered with the MHACY, or a visiting pet, shall be subject to MHACY's Grievance Procedure.

17. Pets may not be left alone unattended for more than twenty-four (24) consecutive hours. Residents agree to identify below an emergency caretaker(s) for their pet in the event they become temporarily unable to care for their pet(s), due to illness, disability, temporary absence, death, or other reason.

NAME	ADDRESS	PHONE (DAY)	PHONE (NIGHT)

In the event the Resident is unable to care for their pet(s), and no other person can be found to care for the pet after twenty-four (24) hours have elapsed, the Resident hereby gives permission to the MHACY to enter the dwelling unit and release the pet to the Humane Society and/or Animal Control ("responsible agencies"), in accordance with their procedures. Any and all costs or liability incurred in regard to the care of a pet placed under this procedure with any third party, including but not limited to a responsible agency, shall be the sole responsibility of the Resident.

18. All pets must be registered with the Resident's Management Office within ten (10) days of the time the animal moves into the dwelling unit. Upon registration, the Resident will provide basic information about the pet (type, description, name, etc.). If the pet is either a dog or a cat, the Resident must also provide the following documentation:

- a. Proof of inoculation and licensing;
- b. A picture so that the animal can be identified if it gets loose;
- c. Proof of neutering or spraying, or a veterinarian certification that surgery would be medically unsafe or unnecessary for the animal (because of the animal's health, age, etc.).



The documentation produced by the Resident in accordance with this Pet Policy shall be recorded on the following chart.

TYPE OF PET	
PET NAME	
INOCULATIONS (type + date)	
LICENSE DATE	
SPRAY OR NEUTER DATE	

As head of household, I acknowledge that I have received and read the MHACY's Pet Policy, and acknowledge that I am responsible for compliance with its provisions. Additionally I acknowledge that in the event either I or a member of my household violates this Pet Policy, I have the obligation to correct that non-compliance upon demand by the MHACY, or be subject to the termination of my lease, as provided for in paragraphs 15 and 16 of this policy.

_____	_____	_____
Name (please print)	Address	Unit Number
_____	_____	_____
Resident Signature		Date
_____	_____	_____
The Municipal Housing Authority for the City of Yonkers (Official)		Date

*Note: Section 526 of The Quality Housing and Work Responsibility Act of 1988 establishes pet ownership responsibilities for residents of public housing other than federally assisted rental housing for the elderly or persons with disabilities. Section 277 of the Housing-Rural Recovery Act of 1983, 12 U.S.C. 1701r-1, covers pet ownership requirements for the elderly or persons with disabilities. The Pet Policy of the Municipal Housing Authority for the City of Yonkers ("MHACY") does not alter or affect the provisions of Section 277 of the Housing-Rural Recovery Act of 1983, or its accompanying regulations in 24 C.F.R. Part 960, in any way.*

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

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

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

# THE MUNICIPAL HOUSING AUTHORITY FOR THE CITY OF YONKERS

## HOUSEKEEPING POLICY

The United States Department of Housing and Urban Development (“HUD”) requires that every public housing unit owned by the MHACY be inspected annually to assure that the unit is maintained in a safe, sanitary and habitable condition. In order to assure compliance with HUD’s housing standards, the MHACY requires that public housing Residents maintain their units in accordance with the following criteria:

### **A. STANDARDS APPLICABLE TO ALL PUBLIC HOUSING UNITS:**

To assure that public housing units are maintained in a safe, sanitary and habitable condition, Residents must comply with the following:

Air Quality: To maintain a healthy air quality in the unit, the Residents must not allow mold and mildew to develop, and must keep their toilets and sinks clean and free from odors.

Electrical System: The electrical system in the unit must be maintained in a manner consistent with the Yonkers City Code and New York State law. Residents must not have exposed wires, open electrical panels, uncovered electrical outlets, or any other condition that presents an electrical hazard in their unit. Smoke detectors must be present in the unit, and must be operable. Water leaks on or near electrical equipment present a major hazard to the safety of the unit’s occupants, and must be repaired immediately.

Emergency Exits: In order to assure an emergency evacuation of the unit in the case of a fire or other hazard, the Residents must avoid the build-up of clutter that could restrict access to the unit’s exits. Windows must not be nailed down, and all doors must be maintained in their frames in an operable condition.

Garbage & Debris: The accumulation of garbage in the unit can cause a major health threat. Residents must remove their garbage, and dispose of it in accordance with the county’s recycle law, with sufficient frequency so that it does not accumulate inside their unit.

Hazards: The plumbing system must be maintained by the Residents in an operable manner. All sinks and toilets must be operable and free from leaks or clogs. Flammable materials may not be stored in the unit. The unit’s exhaust fan must work and cannot be blocked either by dust or dirt, or any other material. The windows in the unit must be in good working order, and must not be broken. The presence of sharp edges and/or other hazards that can pose

the risk of bodily injury to the occupants are not allowed in the unit.

Appliances: The appliances in the unit must be maintained in an operable and sanitary manner. The Resident must not allow excessive ice to build up in the refrigerator. All burners on the range must work, and the oven must be operable.

Cabinets & Countertops: All cabinets in the unit must have doors that are in good working order and are not delaminated. The cabinet shelves must be present and both the shelves and the countertops must be in good condition.

Infestation: The presence of roaches and/or rodents in a unit causes a major health threat to the Residents of that unit, and to the other Residents of the building as well. Residents must keep their stoves free from grease and dirt, and must otherwise maintain their units in a clean condition. Residents must allow exterminators access to the unit with sufficient frequency so as to keep the unit free from roaches, mice, rats and/or other vermin.

## **B. ADDITIONAL STANDARDS APPLICABLE TO FAMILY AND SCATTERED SITE UNITS:**

The public housing units that are located in the MHACY's family and scattered site developments have areas designated for the Residents' exclusive use. As a result, the Residents occupying those units must comply with the following additional housing standards in regard to areas located outside their unit.

Outside Areas: The presence of unsafe and/or unsanitary conditions presents a major health threat to the Residents of the unit, and to other members of the community as well. Residents must keep their yards free of debris, trash and/or abandoned cars. The sidewalks and areas adjoining the premises must be kept free of snow and ice. Grass must be mowed to an appropriate height from the spring through the fall. Existing landscaping must be maintained, and supplemented only upon receipt of advanced written approval from the MHACY.

## **C. ANNUAL INSPECTIONS:**

HUD requires that every public housing unit owned by the MHACY be inspected annually to assure that the units are maintained in a safe, sanitary and habitable condition. Those inspections, known as "REAC" (Real Estate Assessment Inspection) inspections, are conducted by inspectors who have received specialized training in HUD's health and safety standards. In the event conditions exist in a Resident's unit that causes the unit, in whole or part, to fail a REAC inspection, the MHACY shall advise the Resident of the REAC findings and demand (1) in instances of a life threatening condition(s), that the Resident abate the condition(s) within 24 hours; or (2) in instances of a health and safety issue(s) that is non-life threatening, that the Resident abate the condition(s) within thirty (30) days of the date of the notice.

**D. RAMIFICATIONS OF NON-COMPLIANCE:**

It is of critical import that all public housing units be maintained in a safe, sanitary and habitable condition. In the event the Resident receives notice that his/her unit has failed a REAC inspection in whole or in part, and the Resident does not remove and/or correct the health and safety issue(s) noted, then the MHACY shall notify the Resident in writing that he/she is in substantial violation of the terms and conditions of his/her lease, and the MHACY shall proceed to terminate the lease.

At the sole discretion of the MHACY, the Resident may be given additional time to remove and/or correct the health and safety issue(s) noted. Any extension granted in regard to the removal and/or correction of the health and safety issue may be conditioned upon the Residents' attendance at a housekeeping class offered by the MHACY.

All notices sent to the Residents which assert non-compliance with the MHACY's Housingkeeping Policy are subject to the MHACY's Grievance Procedure.

Notwithstanding the provisions of this policy, a Resident who is unable to perform the obligations listed because of age or disability shall be exempt from compliance. [966.4(g)]

As head of household, I acknowledge that I have received and read the MHACY's Housekeeping Policy, and I acknowledge that I am responsible for compliance with its provisions. Additionally I acknowledge that in the event my unit is not maintained in accordance with the MHACY's Housekeeping Policy, I have the obligation to correct that non-compliance upon demand by the MHACY, or be subject to the termination of my lease, as provided for herein.

_____	_____	_____
Name (please print)	Address	Unit Number
_____	_____	_____
Resident Signature		Date
_____	_____	_____
The Municipal Housing Authority for the City of Yonkers (Official)		Date

THE MUNICIPAL HOUSING AUTHORITY FOR THE CITY OF YONKERS

**Community Service/Economic Self-Sufficiency  
Activities Policy For Public Housing Residents**

Every adult member of a public housing unit is required to perform community service and/or participate in economic self-sufficiency activities eight (8) hours per month, or ninety-six hours (96) over the course of a year, UNLESS he/she is exempt. As a result of this federally mandated requirement, every non-exempt member of the Resident's dwelling unit who is eighteen (18) or older must prove compliance with the community service/economic self-sufficiency requirement at their annual re-certification.

**A. EXEMPT INDIVIDUAL:**

*You are exempt from the community service/self-sufficiency activity requirement if:*

- You are 62 years old or older; or
- You are working 20 hours or more per week; or
- You are blind or disabled **and** you certify to the Housing Authority that because of this disability you are unable to perform the service requirements; or
- You are the **primary** caretaker of a blind or disabled individual (the blind or disabled individual does not have to be a resident of public housing); or
- You are in vocational or job-skills training or another program directly related to readying a Resident for employment (including substance abuse or mental health treatment programs; job search and job readiness assistance programs), which program has not continued beyond a 12 month period; or
- You are a student at a junior, community or senior college or enrolled in a graduate degree program; or
- You are in an educational program directly related to employment and you have not received a high school diploma or GED; or
- You are in an educational program or in a course of study leading to a certificate of general equivalence (GED); or
- You receive Temporary Assistance for Needy Families (TANF) and you meet TANF's requirements of being exempt from having to engage in work activity; or
- Any member of your family receives Temporary Assistance for Needy Families (TANF) or participates in the Supplemental Nutrition Assistance Program (SNAP) and he/she has not been found to be in noncompliance with TANF or SNAP or other work requirements. Proof that a member of the family is currently receiving public assistance or SNAP is sufficient to establish this exemption.

**B. ANNUAL DETERMINATIONS:**

Every adult member of the Resident's household who asserts that he/she is exempt from the community service/economic self-sufficiency requirement, except Residents 62 or older, must complete a Community Service Requirement/ Economic Self-Sufficiency Exemption Form annually, and submit it to MHACY 30 days prior to the expiration of their lease. A copy of the Exemption Form is attached to this policy. Residents 62 and older are not required to submit an Exemption Form and/or otherwise document their entitlement to an exemption under this policy. Once the Exemption Form is submitted, MHACY will advise the Resident/adult household member of his/her exemption status.

MHACY will permit residents to change their exemption status during the year to reflect any changes in their personal circumstances.

**C. SERVICE REQUIREMENT:**

*If you are not exempt, you must perform community service work and/or be engaged in economic self-sufficiency activities, for a total of eight (8) hours every month, or ninety-six hours (96) over the course of a year.* You may combine your community service hours and your economic self-sufficiency activities to meet the required number of hours.

**D. ECONOMIC SELF-SUFFICIENCY ACTIVITIES:**

Participation in economic self-sufficiency activities includes participating in an economic self-sufficiency program, and/or participating in other activities that improve the quality of life, enhance self-sufficiency, or increase a Resident's self-responsibility in the community. These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, classes in English proficiency, workfare, financial or household management, an apprenticeship program, or any other program designed to ready a Resident for work. Participation in a substance abuse and/or mental health program also qualifies as a self-sufficiency activity. Other examples of qualifying activities include:

- Participation in programs run by MHACY [for example, Tenant Councils; the Tenant Patrol; monthly resident association meetings; Fire Safety Check Program; entry/exit door monitoring; MHACY gardening program; community center volunteer]
- Service in a Volunteer Ambulance Organization
- Service as a Hospital volunteer
- Service as a Parks Department volunteer

MHACY will give Residents the greatest choice possible in identifying economic self-sufficiency programs. Information pertaining to economic self-sufficiency programs offered by MHACY is available through the Resident's assigned Tenant Supervisor. Because MHACY seeks to encourage Residents to participate in its economic self-sufficiency programs, Residents are credited with two (2) hours for every one (1) hour they participate in MHACY programs. In those instances where a Resident chooses to participate in a program administered by an organization

other than MHACY, MHACY will verify your participation with that third-party annually. Residents are not allowed to self-certify that they have complied with the community service /economic self-sufficiency program requirement.

**E. COMMUNITY SERVICE:**

Community Service is defined as the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance self-sufficiency, or increase a Resident's self-responsibility in the community. You may fulfill your obligation to perform community service by volunteering with any nonprofit organization, except one that is organized for political purposes. You may also fulfill your community service obligation by providing childcare to an individual who is participating in a community service program. Some of the many nonprofit organizations located in Yonkers include the following:

**Community Service Organizations**

<u>Organization</u>	<u>Address</u>	<u>Phone Number</u>
American Red Cross	106 N Broadway, White Plains	946-6500
Boy Scouts of Westchester	41 Saw Mill River Rd, Hawthorne	773-1135
Girl Scouts of Westchester	2 Great Oak Ln, Pleasantville	747-3080
Ground Works	6 Wells Ave, Yonkers	375-2151
Habitat for Humanity	266 Riverdale Ave, Yonkers	966-0132
Hudson River Center		
Jewish Community Center (Ms. Feinman)	317 S. Broadway, Tarrytown	366-7898
Literacy Volunteers of Westchester	1 Larkin Center, 2 <sup>nd</sup> Fl, Yonkers	375-7964
Nepperhan Community Center	342 Warburten Ave, Yonkers	965-0203
One Stop Employment Center	20 S Broadway, Ste 1209, Yonkers	964-0105
Salvation Army Pantry	110 New Main St, Yonkers	963-1222
Salvation Army	110 New Main St, Yonkers	963-1222
Sharing Community (Kitchen)	1 Hudson St, Yonkers	963-2626
Spanish Community	204 Hawthorne Ave, Yonkers	457-9326
Progress Foundation		
St. Peter's Pantry (Rectry)	91 Ludlow St, Yonkers	963-0822
YMCA of Yonkers	17 Riverdale Ave, Yonkers	963-0183
Yonkers Public Library	1500 Central Park Ave Yonkers	337-1500
YWCA of Yonkers	87 S Broadway, Yonkers	963-0640

The community service organizations listed are some of organizations who seek the assistance of volunteers. Residents are also encouraged to consider completing their volunteer hours in a church, school, library or any other nonprofit organization. MHACY will give Residents the greatest choice possible in identifying community service opportunities.

MHACY recommends that non-exempt Residents who seek to meet the community service



requirement by volunteering at a nonprofit organization take the following three steps:

- STEP 1: Phone or visit a non-profit organization of your choice and inquire whether they could use a volunteer.
- STEP 2: Give the organization the attached blue “Important Notice to Community Service Providers” notice. This notice is intended to explain your service requirement and your responsibilities to report the volunteer hours you work to the Housing Authority.
- STEP 3: Perform your community service hours with your selected organization on the dates and times you have agreed to do so. Make sure the organization has your name and social security number to ensure that you receive credit each month for your community service.

That’s all you need to do if you volunteer with a nonprofit organization! Your chosen nonprofit organization will mail a record of your service time directly to the Housing Authority, and the Authority will credit you for the hours reported to us. Residents are not allowed to self-certify that they have complied with the community service /economic self-sufficiency program requirement.

**F. RAMIFICATIONS OF NON-COMPLIANCE:**

Remember that the community service /economic self-sufficiency program requirement is based upon federal law. Each year, at least 30 days before the end of your lease, MHACY is required by law to document your compliance with the community service /economic self-sufficiency program requirement. Community services at profit-motivated entities, volunteer work performed at homes or offices of general private citizens, are not eligible community service activities but court-ordered or probation-based work may be considered if the individual is required to perform that work for 20 hours per week or more. If any non-exempt adult member of your dwelling unit fails to perform community service and/or participate in an economic self-sufficiency program for eight (8) hours each month or ninety-six hours (96) over the course of a year, MHACY will issue a written notice to you that your family is in non-compliance with the law, and that if the head of household and the non-compliant family member fail to cure that non-compliance by entering into an Work-Out Agreement to make up those hours over the following 12 month period of the new lease, MHACY will not again renew your lease, and the entire family will be required to vacate the dwelling unit, unless the non-compliant member agrees to move out. All notices sent to the Residents which assert non-compliance by a family member(s) with the community service requirement are subject to MHACY’s Grievance Procedure.

As head of household and/or an adult member of a public housing unit I acknowledge that I have received and read MHACY’s Community Service/Economic Self Sufficiency Requirement Policy For Public Housing Residents, and I understand and acknowledge that I am responsible for compliance with its provisions. Specifically I acknowledge that unless I am entitled to an exemption, I am required by law to contribute 8 hours per month (96 hours over the course of

every 12 month period) of community service or participate in an economic self-sufficiency program. Additionally I acknowledge that in the event I violate this policy, both the head of household and I have the obligation to correct that non-compliance upon demand by MHACY, or be subject to the non-renewal of our lease, as provided for herein.

My signature below certifies I received notice of this requirement on the date indicated below.

---

Name (please print)	Address	Unit Number
---------------------	---------	-------------

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Resident Signature	Date
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The Municipal Housing Authority for the City of Yonkers (Official)	Date
--	------

**IMPORTANT**

Each household member age 18 to 61 must complete their own Exemption Form.

**COMMUNITYSERVICE/ECONOMIC  
SELF-SUFFICIENCY EXEMPTION FORM**

**\* \* \* \* \***

**SELF-CERTIFICATION**

**!!Please Print!!**

Return this completed form  
and all verification  
documents to MHACY

**Name** \_\_\_\_\_ **Lease #** \_\_\_\_\_  
Last First MI

**Address** \_\_\_\_\_  
Street Address Apt. # City State Zip Code

**Home Phone** \_\_\_\_\_ **Head of Household** \_\_\_\_\_

**Relationship to Head of Household:**  Self  Spouse  Child  Other \_\_\_\_\_  
(Explain)

**I, the undersigned, submit that I am exempt from fulfilling the Community Service/Economic Self-Sufficiency Activity Requirement for the following reason/s: (Check Boxes)**

- I am working at least 20 hours each week
- I am in school or taking job-readiness classes
- I am a participant in FSS (the Family Self-Sufficiency Program) or another Employment Support or Welfare-to-Work Program
- I have a disability
- I am blind
- I am caring for a family member who has a disability
- I am exempt because \_\_\_\_\_

**I have enclosed the following verification for the reason/s noted above:(Check boxes)**

- A letter from my employer or a copy of a pay stub verifying at least 20 hours work each week
- Verification of blindness from a medical provider
- A letter from my school or educational program or copy of this semester's schedule
- A letter from the FSS Program, Employment Support or Welfare-to-Work Program verifying participation or documentation from DSS that a member of my family is receiving public assistance or SNAP
- A copy of my SSI letter, Social Security or SS-Disability Letter **OR** Letter from my medical provider documenting the period of time that I am unable to work
- A letter from medical provider verifying family member's need for caretaker and SSI Letter or SS-Disability letter from family member with a disability
- The following document evidences my exemption:  
\_\_\_\_\_  
\_\_\_\_\_

**I certify that the information above is correct.**

Signature \_\_\_\_\_ Date \_\_\_\_\_ (4.12.17)

THE MUNICIPAL HOUSING AUTHORITY  
FOR THE CITY OF YONKERS  
1511 CENTRAL PARK AVENUE  
P.O. BOX 35, YONKERS, NEW YORK 10710  
TEL: (914) 793-8400

**Important Notice to Community Service Providers:**

Dear Service Provider:

Every adult member of a public housing unit is required to perform community service and/or participate in economic self-sufficiency activities eight (8) hours per month, or ninety-six hours (96) over the course of a year, unless he/she is exempt.

You can assist our residents by providing them with an opportunity to complete this requirement by allowing them to perform volunteer work with you nonprofit organization.

All the Housing Authority requires is for you to send on your official letterhead a statement each month with the following required information:

**Volunteer's Name      Social Security Number      Dates Worked      Total Hours**

The document must be signed and contain the phone number of person signing the statement. This work statement must be received by the Housing Authority by the 5<sup>th</sup> day of the month following the month the work was performed in order for us to properly credit the resident. The statement will list all Public Housing residents that performed their community service requirement with your organization. Please mail the "Work Report" to:

**The Municipal Housing Authority for the City of Yonkers  
Attn: Work Report  
1511 Central Park Avenue  
P.O. Box 35  
Yonkers, New York 10710**

Please note that our residents are also required to keep track of their hours, and are provided with a Community Service Verification Form to facilitate compliance with that obligation. Please assist them by signing the form upon request.

Thank you for assisting our residents; if you have any questions please call Lakisha Collins at 914-964-8400.

Very truly yours,

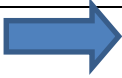
Joseph Shuldiner  
Executive Director

**THE MUNICIPAL HOUSING AUTHORITY FOR THE CITY OF YONKERS  
COMMUNITY SERVICE VERIFICATION FORM**

Participant's Name: \_\_\_\_\_ Participant's Social Security #: \_\_\_\_\_

Name of the Community Service Organization: \_\_\_\_\_

Agency Phone Number: \_\_\_\_\_

DATE	WORK DESCRIPTION	# OF HOURS WORKED
<b>TOTAL # OF HOURS</b>	(add all hours recorded on this sheet and insert total in # of hours worked column) 	

**Supervisor's Certification:** I, \_\_\_\_\_ (name) certify that I am employed by the Organization listed above; that I supervised the work of the Participant; and that the Participant worked the number of hours stated. \_\_\_\_\_  
(Supervisor's Signature)

## Community Service & Self-Sufficiency Work-Out Agreement

Date: \_\_\_\_\_

Noncompliant Adult: \_\_\_\_\_

Adult family member: \_\_\_\_\_

### **Community Service & Self-Sufficiency Requirement (CSSR):**

Under Section 12 of the U.S. Housing Act MHACY is required to enforce the community service and self-sufficiency requirement (CSSR). Under the CSSR, each nonexempt adult family member residing in public housing must perform 8 hours per month and/or 96 hours per year of community service or self-sufficiency activities. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance

**Noncompliance:** MHACY has found that the nonexempt individual named above is in noncompliance with the CSSR. This work-out agreement is MHACY's written notification to you of this noncompliance.

Our records show that for the most recent lease term you were required to perform \_\_\_\_\_ hours of CSSR activities. However, there were \_\_\_\_\_ hours of verified CSSR activities. Therefore, you are in noncompliance for \_\_\_\_\_ hours.

MHACY will not renew the lease at the end of the current 12-month lease term unless the head of household and noncompliant adult sign a written work-out agreement with MHACY or the family provides written assurance that is satisfactory to MHACY explaining that the noncompliant adult no longer resides in the unit. The regulations require that the work-out agreement include the means through which a noncompliant family member will comply with the CSSR requirement. [24 CFR 960.607(c), Notice PIH 2015-12]. The terms of the CSSR work-out agreement are on the reverse side of this page.

**Enforcement:** Should a family member refuse to sign this CSSR work-out agreement, or fail to comply with the terms of this CSSR work-out agreement, or fail to provide satisfactory written assurance that the noncompliant adult no longer resides in the unit, MHACY is required to initiate termination of tenancy proceedings at the end of the current 12-month lease [24 CFR 966.53(c)].

