

**CLINTON COUNTY HOUSING AUTHORITY
PUBLIC HOUSING LEASE AGREEMENT – PART I
TERMS AND CONDITIONS**

THIS LEASE AGREEMENT (called the "Lease") is between the Clinton County Housing Authority, (called "CCHAö") and Tenant named in Part II of this lease (called "Tenant").

I. Description of the Parties and Premises:

- (a) CCHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease.
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. The CCHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the CCHA's policy on such activities.
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody require the advance written approval of CCHA. Such approval will be granted only if the new family members pass CCHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. Tenant agrees to wait for CCHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which CCHA may terminate the lease in accordance with Section XVI.
- (d) Tenant shall report deletions (for any reason) from the household members named on the lease to the CCHA in writing, within 10 days of the occurrence.

II. Lease and Amount of Rent:

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of one calendar year. The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the CCHA in accordance with Section VII herein. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the CCHA in compliance with HUD regulations and requirements and in accordance with CCHA's Admissions and Occupancy Policy.
- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the tenth calendar day of the month.** Rent may include utilities as described in Section VI below, and includes all maintenance services due to normal wear and tear.
- (c) When CCHA makes any change in the amount of Total Tenant Payment or Tenant Rent, CCHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by CCHA. If Tenant asks for an explanation, CCHA shall respond in a reasonable time.

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

- (a) **Work Orders:** The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When CCHA determines that needed maintenance is not

caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Tenant Charges for Sales posted by CCHA or (for work not listed on the Tenant Charges for Sales) based on the actual cost to CCHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. Work Orders are due and payable within 14 calendar days after the work is completed.

- (b) Excess Utility Charges: At developments where utilities are provided by CCHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. Excess Utility Charges are due and payable with Rent.
- (c) Air Conditioner Charges: Charges for tenant-supplied air conditioners are due and payable according to the Air Conditioner Policy.
- (d) Late Charges: A charge for rent paid after the tenth calendar day of the month. Late Charges are due and payable when posted to the Tenant's account.
- (e) All Other Charges: All Other Charges are due and payable when posted to the Tenant's account.

IV. Payment Location and Method: Rent and other charges may be paid at the Lock Haven Office located at 369 Linden Circle, Lock Haven, Pennsylvania, the Renovo Office located at 350 Huron Avenue, Renovo, Pennsylvania, or at other designated locations. CCHA accepts only checks or money orders. CCHA will not accept cash, third-party checks, or post-dated checks. Tenants who have submitted a check that is returned for insufficient funds may be assessed a service fee and shall be required to make all future payments by money order. Work Orders under \$10.00 may be paid in cash.

V. Security Deposit and Pet Deposit:

- (a) Tenant Responsibilities: Tenant agrees to pay \$99.00 as a Security Deposit. Tenant agrees to pay \$250.00 as a Pet Deposit for a dog or cat.
- (b) CCHA's Responsibilities for Security Deposits: CCHA will use the Security Deposit at the termination of this Lease:
 - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and CCHA has inspected the dwelling unit. The return of a Security Deposit shall occur within 30 days after Tenant moves out. CCHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant complies with the terms of Section XIV. If any deductions are made, CCHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.
- (c) CCHA's Responsibilities for Pet Deposits: CCHA will use the Pet Deposit at the termination of possession of the pet to reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by the pet. The Pet Deposit may not be used to pay rent or other charges while the pet occupies the dwelling unit. No refund of the Pet Deposit will be made until the pet has vacated, and CCHA has inspected the dwelling unit. The return of a Pet Deposit shall occur within 30 days after pet moves out. CCHA agrees to return the Pet Deposit, if any, to Tenant when the pet vacates, less any deductions for any costs indicated above, so long as Tenant furnishes CCHA with a forwarding address. If any deductions are made, CCHA will

furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Pet Deposit.

VI. Utilities and Appliances:

- (a) CCHA Supplied Utilities: If indicated by an (X) on Part II, CCHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. CCHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. If indicated by an (X) on Part II of the Lease Agreement, CCHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, or washers, may be installed and operated only with the written approval of CCHA. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Main Office.
- (b) Tenant-Paid Utilities: If Tenant resides in a development where CCHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the Utility Provider. The Total Tenant Payment less the Utility Allowance equals Tenant Rent. If the Utility Allowance exceeds the Total Tenant Payment, CCHA will pay a Utility Reimbursement, equal to this difference, each month directly to the Utility Provider. In the case of multiple Utility Providers, the amount shall be divided equally. CCHA will escrow Utility Reimbursement payments when a tenant receives a Notice to Quit Premises (Eviction Notice) for failure to pay utility bills. The escrowed amount will be paid to the Utility Provider upon resolution of the eviction process. CCHA may change the Utility Allowance at any time during the term of the lease, and shall give Tenant 60-days written notice of the revised Utility Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.
- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by CCHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or designated Tenant Obligations restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions:

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of CCHA, members of the household may engage in legal profit-making activities in the dwelling unit. This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.
- (b) Ability to Comply with Lease Terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and CCHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease THEN; CCHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, CCHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.
- (c) Re-Determination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

1. The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes reexamined every three years. At the annual recertification Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable.
 2. Tenant promises to supply CCHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Failure to supply such information when requested is a serious violation of the terms of the lease and CCHA may terminate the lease. All information must be verified. Tenant agrees to comply with CCHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. CCHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by CCHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.
 3. Rent will not change during the period between regular re-examinations, UNLESS during such period:
 - i. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement. If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)
 - ii. If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. CCHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - iii. Rent formulas or procedures are changed by Federal law or regulation.
 4. All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.
- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
 2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.

3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), CCHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(d) Transfers

1. Tenant agrees that if CCHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, CCHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. CCHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
3. If a Tenant makes a written request for special unit features in support of a documented disability, CCHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, CCHA may transfer Tenant to another unit with the features requested at CCHA's expense.
4. A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by CCHA. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, CCHA may terminate the Lease.
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
7. CCHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policy.

VIII. CCHA Obligations: The CCHA shall be obligatedí

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied with CCHA;
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by CCHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When CCHA is required to afford Tenant the opportunity

for a hearing under the CCHA Grievance Procedure for a grievance concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination shall constitute adequate notice of proposed adverse action.
2. In the case of a proposed adverse action other than a proposed lease termination, CCHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.

IX. Tenant's Obligations: The Tenant shall be obligated

- a. To not assign the Lease, nor sublease the dwelling unit.
- b. To not give accommodation to boarders or lodgers, and to not give accommodation to long-term guests (in excess of 14 days) without the advance written consent of CCHA.
- c. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to CCHA's Occupancy Standards, and so long as CCHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.
- d. To abide by necessary and reasonable regulations promulgated by CCHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the main office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- e. To comply with the requirements of applicable state and local building or housing codes and ordinances, materially affecting health and/or safety of Tenant and household to include, but not limited to, regular mowing and trimming of the lawn and removal of snow and ice from porches, sidewalks and parking stalls.
- f. To regularly test all fire warning devices contained within the dwelling unit; and, to immediately report to CCHA any non-functional fire warning device. Tenants who disable or permit to be disabled any fire warning device will be assessed a Tampering Fee. Two (2) violations shall result in eviction.
- g. To observe all posted security regulations and all posted fire escapes or evacuation routes and to become familiar with all fire exits. Tenants in dwelling units without designated fire exits must develop their own evacuation plans.
- h. To use flashlights, not candles or other open flames to provide light in case of electric failure.
- i. To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.
- j. To not permit bicycles, tricycles, scooters, off-road vehicles (four-wheelers), or motorcycles to be ridden on the sidewalks, in yards or on any other CCHA property. Motorcycles must remain parked in designated vehicle parking areas. Bicycles must be stored at the rear of the dwelling unit.
- k. To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by CCHA. To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas. To properly contain the waste between collection days and properly dispose waste. Three (3) violations within a twelve (12) month period shall result in eviction.

- l. To promptly notify CCHA of insect infestation or vermin.
- m. To properly prepare dwelling unit for annual extermination service. Tenants who do not properly prepare their dwelling unit for annual extermination service will be assessed a Spraying Fee.
- n. To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- o. To refrain from using any water hose outside the dwelling unit.
- p. To refrain from using alternate heating sources such as kerosene or electric space heaters; and, to refrain from using any designated cooking appliance as a heating source.
- q. To refrain from, and to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project.
- r. To not hang items, including laundry or holiday decorations, from balconies, outside windows and in common areas.
- s. To not permit clothes drying inside any dwelling unit.
- t. To pay reasonable charges (other than for wear and tear) within 14 days after the receipt of the statement of repair charges for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. The list of "Tenant Charges for Sales" is posted in a conspicuous manner in the main office.
- u. To act, and cause household members or guests to act in a manner that will:
 - 1. Not disturb other residents' peaceful enjoyment of their accommodations; and,
 - 2. Not be a hazard or cause a hazard or damage property; and,
 - 3. Be conducive to maintaining all CCHA projects in a decent, safe, and sanitary condition.
- v. To assure no sound is audible beyond the walls of your apartment Sunday through Thursday from 10:00pm until 8:00am the following morning and Friday through Saturday from 11:00pm until 8:00am the following morning. These periods of time are referred to as "Quiet Time"
- w. To refrain from consumption of alcoholic beverage in common areas of the project including community spaces, hallways, lobbies sidewalks, lawns, grounds, and parking areas.
- x. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not go upon the roof areas of any building, enter any crawlspaces, or enter any area clearly designated as being closed to public access.
- y. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of CCHA's public housing premises by other residents or employees of CCHA; or,
 - 2. Any drug-related criminal activity, whether on or off CCHA property. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 802 of the Controlled Substances Act.)
- z. To make no alterations, repairs, redecorations, additions or removals to:
 - 1. The interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances, including clothes dryers; or,
 - 2. Any part of the appliances, fixtures or equipment of the dwelling unit; or,
 - 3. The dwelling unit or surrounding landscape; or,
 - 4. Any locks or install new locks on exterior or interior doors.
- aa. To install and/or use no:
 - 1. Outdoor storage sheds and any other type of outdoor structure; or,
 - 2. Wading and swimming pools; or,

3. Swing sets and gym sets; or,
 4. Electric extension cords and electric plug adapters; or,
 5. Any ceiling mounted fixture such as lights or fans; or,
 6. Wallpaper and wallpaper boarder on any surface; or,
 7. Dark paint colors, special paint treatments and techniques, or stenciling; or,
 8. Nails, tacks, screws, brackets, tape, and fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by CCHA.
- bb. To use charcoal and gas grilles safely in only open areas. Grilles are not permitted to be used on any porch or balcony.
 - cc. To give prompt prior notice to CCHA, in accordance with Section XIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding five (5) consecutive days.
 - dd. To act in a cooperative manner with neighbors and CCHA Staff, and to refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and CCHA staff.
 - ee. To refrain from loitering in common areas of the project including community spaces, sidewalks, lawns, grounds, and parking areas
 - ff. To not display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Pennsylvania anywhere on CCHA property.
 - gg. To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
 - hh. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit.
 - ii. To refrain from erecting or hanging radio or television antennas and satellite dishes on or from any part of the dwelling unit.
 - jj. To not permit any waterbeds inside the dwelling unit.
 - kk. To refrain from placing signs of any type in or about the dwelling unit.
 - ll. To refrain from, and cause members of Tenant's household and guests to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the CCHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
 - mm. To register all vehicles with CCHA and to notify CCHA within ten (10) days if any vehicle is acquired, sold, traded, disposed or replaced. The CCHA will issue a Parking Permit for each properly registered vehicle to be prominently displayed on the vehicle at all times.
 - nn. To remove from CCHA property any vehicles without valid CCHA registration, license and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by CCHA. Any inoperable, unregistered, unlicensed or un-inspected vehicle as described above will be removed from CCHA property at Tenant's expense. Vehicle repairs are not permitted on CCHA property.
 - oo. To remove any personal property left on CCHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by CCHA. Costs for storage and disposal shall be assessed against the former Tenant.
 - pp. To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

- qq. Not to commit any fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- rr. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- ss. For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service unless the requirement is waived due to an established, verifiable exemption.
- tt. To complete a Home Visit with designated CCHA Staff within 180 days of the actual move-in date. Transferred tenants are exempt from this requirement.
- uu. To refrain from all tobacco use on all CCHA property except within the dwelling unit.

X. Defects Hazardous to Life, Health or Safety: In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:

CCHA Responsibilities:

- (a) CCHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (b) CCHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. CCHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition.
- (c) Tenant shall accept any replacement unit offered by CCHA.
- (d) In the event CCHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.
- (e) If CCHA determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by CCHA, during the time in which the defect remains uncorrected.

XI. Move-in and Move-out Inspections:

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

XII. Entry of Premises During Tenancy:

Tenant Responsibilities:

- (a) Tenant agrees that the duly authorized agent, employee, or contractor of CCHA will be permitted to enter Tenant's dwelling during reasonable hours, 8 A.M. to 4 P.M., for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
- (b) When Tenant calls to request maintenance on the unit, CCHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when CCHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

CCHA's Responsibilities:

- (a) CCHA shall give Tenant at least 48 hours written notice that CCHA intends to enter the unit. CCHA may enter only at reasonable times.
- (b) CCHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (c) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, CCHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIII. Notice Procedures:

- (a) **Tenant Responsibility:** Any notice to CCHA must be in writing, delivered to the CCHA Office, or sent by prepaid first-class mail, properly addressed.
- (b) **CCHA Responsibility:** Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given. If Tenant is visually impaired, all notices must be in an accessible format.

XIV. Termination of the Lease: In terminating the Lease, the following procedures shall be followed by CCHA and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant Obligations set forth in Section IX above, or for other good cause. Such serious or repeated violation of terms **shall include but not be limited to:**
 - 1. The failure to pay rent or other payments when due;
 - 2. Repeated late payment, which shall be defined as failure to pay the amount of rent due by the tenth of the month. Three such late payments within a 12 month period shall constitute a repeated late payment;
 - 3. Failure to pay utility bills when Tenant is responsible for paying bills directly to the supplier of utilities. CCHA receives third-party notices of failure to pay utilities directly from the utility suppliers. Three third-party notices of pending utility shut-off within a 12 month period shall result in lease termination;
 - 4. Misrepresentation of family income, assets, or composition;
 - 5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim re-determinations.
 - 6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;

7. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of CCHA's public housing premises by other residents, or any drug-related criminal activity.
 8. Offensive weapons or illegal drugs seized in a CCHA unit by a law enforcement officer;
 9. Any fire on CCHA premises caused by carelessness or unattended cooking.
 10. Tenant is continuously absent from property in excess of thirty (30) days.
 11. Violation of the terms or conditions stated in the Public Housing Lease Agreement, the Admissions & Continued Occupancy Policy, the CCHA Tenant Handbook, any CCHA Policy, or any Public Housing Lease Attachment.
- (b) CCHA shall give written notice of the proposed termination of the Lease in:
1. 10 days in the case of failure to pay rent;
 2. A reasonable time, but not to exceed 15 days, considering the seriousness of the situation when the health or safety of other tenants or CCHA staff is threatened;
 3. 15 days in any other case.
- (c) The Notice of Termination:
1. The Notice of Termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine CCHA documents directly relevant to the termination or eviction.
 2. When CCHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with CCHA's Grievance Procedures.
 3. Any Notice to Vacate (or Quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
 4. When CCHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under CCHA's Grievance Procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
 5. When CCHA is not required to offer Tenant the opportunity for a hearing under the Grievance Procedure and CCHA has decided to exclude such grievance for CCHA grievance procedure, the notice of lease termination shall
 - i. State that Tenant is not entitled to a grievance hearing on the termination;
 - ii. Specify the judicial eviction procedure to be used by CCHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and
 - iii. State whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.
- (d) CCHA may evict Tenant from the unit only by bringing a court action.
- (e) Tenant; or the personal Representative of the Tenant's estate upon the death of the Tenant, or if there is more than one Tenant, upon the death of all Tenants; may terminate this Lease at any time by completing and signing a "Notice of Intent to Vacate" form 15 days in advance of the anticipated vacate date. If this requirement is not met, the Tenant or the Tenant's Estate shall be liable for rent to the end of the Lease Term or to the date the Dwelling Unit is re-rented, whichever comes first.

(f) In deciding to evict for criminal activity, CCHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, CCHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. CCHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. When a CCHA evicts a Tenant from a Dwelling Unit for criminal activity, CCHA shall notify the local post office serving that Dwelling Unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

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

XVI. Controlling Law: Provisions of this Public Housing Lease Agreement are in compliance with the State of Pennsylvania, federal statute and/or regulations of the U.S. Department of Housing and Urban Development. U.S. Department of Housing and Urban Development shall be controlling.

XVII. Statement of Responsibility for Property Loss or Damage: The Tenant expressly agrees to save the CCHA from and against the loss or damage to any personal property, and against the claims and demands of the Tenant and all other persons on account of any injury, loss or damage to any person or persons, or to any property suffered or sustained or claimed to have suffered or sustained, on or about the premises under the exclusive control of the Tenant and not a result of or in any way caused by any negligent or unlawful act or omission of the Authority or its agents or employees.

XVIII. Insurance Recommendation: The CCHA strongly recommends that Tenants buy Renters Insurance to protect against loss or destruction of their personal property and against lawsuits for negligent acts. The CCHA is not responsible for damage to Tenants personal property and does not provide insurance coverage for Tenants personal property

XIX. Modifications of Public Housing Lease Agreement: Modifications of this Public Housing Lease Agreement must be accompanied by a written rider to the Public Housing Lease Agreement executed by CCHA and Tenant, except for rent re-determinations, eligibility for low-rent housing, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated in the Public Housing Lease Agreement by reference. Matters incorporated in the Public Housing Lease Agreement by reference shall be publicly posted in a conspicuous manner in the CCHA Office and shall be furnished to Tenant upon request. If such schedules, rules and regulations are modified, the CCHA shall give at least a thirty (30) day written notice to each affected Tenant setting forth the proposed modification, the reasons therefore, and provide the Tenant an opportunity to present written comments which shall be considered by CCHA prior to the effective date of the proposed modification.

- XX. Partial Invalidity and Severability:** If any term, covenant or condition of this Public Housing Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Public Housing Lease Agreement or the application of such term, covenant or condition to persons or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and any term, covenant or condition of this Public Housing Lease Agreement shall be valid and enforced to the fullest extent permitted by law. In the event that a court of competent jurisdiction invalidates any portion of this Public Housing Lease Agreement, that portion shall be severed and the remainder shall continue in full force and effect.
- XXI. Cumulative Remedies:** All the remedies given to the CCHA under this Public Housing Lease Agreement and remedies given to the CCHA by law and equity shall be cumulative and concurrent. No termination of this Public Housing Lease Agreement or the taking or recovery of the Dwelling Unit shall deprive the CCHA of any of its remedies or actions against the Tenant for rent due at the time or for sums due at the time or which, under the terms hereof, would in the future become due as if there had been no termination, nor shall the bringing of any action for rent or breach of this Public Housing Lease Agreement.
- XXII. Liability for Court Costs:** The Tenant shall pay Court Costs and expenses incurred in enforcing the agreement of this Lease on or in recovering possession of said premises, unless the Tenant prevails in such legal action.
- XXIII. Housekeeping Standards:** In an effort to improve the livability and conditions of the apartments owned and managed by CCHA, uniform standards for resident housekeeping have been developed for all tenant families.
- (a) CCHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. CCHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection CCHA will notify Tenant in writing if he/she fails to comply with the standards. CCHA will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, CCHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.
- (b) Tenant responsibility: Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards resulting in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.**
- (c) Housekeeping Standards: Inside the Apartment.
- General:
1. Walls: Should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
 2. Floors: Should be clean, clear, dry and free of hazards.
 3. Ceilings: Should be clean and free of cobwebs.
 4. Windows: Should be clean and not nailed shut. Shades or blinds should be intact.
 5. Woodwork: Should be clean, free of dust, gouges, or scratches.
 6. Doors: Should be intact, clean, free of grease and fingerprints. Doorstops should be present and intact. Locks should work.
 7. Heating units: Should be dusted and access uncluttered.
 8. Trash: Shall be disposed of properly and not left in the unit.
 9. Entire unit should be free of rodent or insect infestation.
- Kitchen:

1. Stove: Should be clean and free of food and grease.
2. Refrigerator: Should be clean. Freezer door should close properly and freezer may have no frost or ice buildup.
3. Cabinets: Should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
4. Exhaust Fan: Should be free of grease and dust.
5. Sink: Should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas: Should be neat and clean without spilled food.
7. Trash/garbage: Should be stored in a covered container until removed to the disposal area.

Bathroom:

1. Toilet and Tank: Should be clean and odor free.
2. Tub and Shower: Should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and of adequate length.
3. Lavatory: Should be clean
4. Exhaust fans: Should be free of dust.
5. Floor: Should be clean and dry.

Storage Areas:

1. Linen Closet: Should be neat and clean.
2. Other Closets: Should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
3. Other Storage Areas: Should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment. The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

1. Yards: Clean, free of debris, litter, trash, leaves, tires or abandoned vehicles. Grass must be cut and trimmed. Only outside furniture may be kept in yards. Yards must be free of any hazards or defects.
2. Walls: Clean, free of dirt and graffiti. Must be free of any defects or hazards.
3. Storm Doors: Clean, free of dirt and graffiti. Glass and screens must be intact. Handles and closers must be in proper operating condition.
4. Porches: Clean and free of any hazards or defects. Stored items should be covered and may not impede, block or restrict access.
5. Sidewalks & Steps: Clean and free of any hazards or defects. Access may not be blocked or restricted.
6. Parking Areas & Lots: Clean and free of any hazards or defects. Fluid spills must be cleaned up. Unregistered, unlicensed, un-inspected or abandoned vehicles must be promptly removed from Authority property. Failure to remove these vehicles will result in the vehicle being towed at the Tenant's expense. Vehicle repairs are not permitted on Authority property.
7. Stairs & Hallways: Clean and free of any hazards or defects. Access may not be blocked or restricted.
8. Utility Rooms: Clean, free of debris, litter, trash. May not contain flammable or other hazardous materials or vehicle parts.
9. Laundry Areas: Clean, free of debris, litter, trash. May not contain flammable or other hazardous materials. Remove lint from dryers after use.