

RESIDENTIAL HOUSING LEASE
Entered between the TENANT and the
HOUSING AUTHORITY OF THE CITY OF LINDEN

LANDLORD: **Housing Authority of the City of Linden**
 1601 Dill Avenue
 Linden, New Jersey 07036

TENANT(S): _____

DESIGNATION OF DWELLING UNIT ("Premises") LEASED TO THE TENANT:

Development: _____

Address: _____

Apartment #: _____

No. of Bedrooms: _____

The **Housing Authority of the City of Linden** (hereinafter "**Authority**" or "**Landlord**"), a body corporate organized and existing under the laws of the State of New Jersey, enters into this Dwelling Lease for the above referenced Premises in reliance upon the representations made to it by the **Tenant**, as to his/her household composition, housing needs, employment, and income of all members of the household. The Authority and the Tenant agree to lease the Premises identified above according to the following terms and conditions of this Lease. The Premises **DO NOT** include building exteriors and unit entry/exit doors, which shall remain within the possession and under the control of the Authority.

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1. HOUSEHOLD COMPOSITION

Tenant agrees that the persons identified below are the only members of his/her household that will reside at the Premises. Each household member should be listed by age, oldest to youngest. All household members over age eighteen (18) must execute this Lease.

Names of Household Members	Relationship to Tenant	Date of Birth	Age
_____	<u>Head of Household</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Tenant agrees to immediately report to the Authority any additions to the household resulting from the birth, adoption, or court-awarded custody of a child. **Tenant agrees to request Authority approval for any other additions to the household (e.g. foster child or live-in aide).** Such approval will be granted only if the requested individual passes the Authority’s screening criteria and a unit of the appropriate size is available.

Tenant agrees to wait for the Authority’s approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which the Authority may terminate the Lease in accordance with Section 12 of this Lease.

Tenant agrees to immediately report to the Authority any changes in household composition resulting from any authorized household member discontinuing to reside in the Premises.

2. LEASE/TERM OF LEASE

The Authority leases the Premises described above to the Tenant for a term of one calendar year beginning on _____, _____ and is to be automatically renewable for successive periods of equal length unless the Tenant household fails to comply with community service and/or self-sufficiency requirements (as provided in Section 18 of the Lease) or the Lease is properly terminated pursuant to the terms of the Lease and the applicable Federal and State of New Jersey statutes and regulations. In the event that the Lease will be terminated because the Tenant household is over-income, the lease shall convert to a month-to-month term.

Modifications to the Lease shall be made pursuant to Section 15 of this Lease. By agreement of the parties, provisions of this Lease may be renewed by incorporation of this

document into an addendum or rider which sets forth any new or changed provisions of the Lease.

3. PAYMENTS DUE UNDER THE LEASE

Rent shall remain in effect unless adjusted by the Authority pursuant to Section 4 of this Lease. The amount of rents and payments are subject to change during the term of the Lease as determined by the Authority in accordance with regulations and requirements of the United States Department of Housing and Urban Development (“HUD”) and in accordance with the Authority’s Admissions and Continued Occupancy Policy. If this Lease is an extension of occupancy by the Tenant under a prior lease or leases with the Authority, any amount due under the prior lease or leases may be charged and collected as if the indebtedness had occurred under this Lease.

(A) Rent

If applicable, the initial rent (prorated for partial month) shall be \$ [REDACTED] and shall be paid prior to the Tenant moving in. Otherwise, rent shall be in the monthly sum of \$ [REDACTED], which shall be due and payable from the Tenant in advance on the first day of each month. Payment shall be made by money order or check payable to the Housing Authority of the City of Linden. The Authority can refuse to accept personal checks when the Authority, in their sole discretion, determines that it is warranted by the circumstances and whenever a court action has been instituted for nonpayment of rent. The Authority WILL NOT accept cash. These rents will remain in effect until adjusted in accordance with the provisions of this Lease.

(B) Security Deposit

Tenant agrees to pay a security deposit in the total amount of \$ [REDACTED], which the Tenant must pay in full on the same date that the first month’s rent is due and payable. The security deposit is made to the Authority as security that the Tenant will comply with all the terms of this Lease.

In collecting the security deposit, the Authority will comply with the Rent Security Law (N.J.S.A. 46:8-19 et seq.). This includes investing the security deposit into an insured money market fund established by an investment company based in the State of New Jersey who is registered under the “Investment Company Act of 1940” and whose shares are registered under the “Securities Act of 1933”, where the only investments of which fund are instruments maturing in one year or less OR depositing the security deposit in a state or federally chartered bank, savings bank or savings and loan association in the State of New Jersey insured by an agency of the federal government, in an account bearing a variable rate of interest, which will be established at least quarterly, which is similar to the average rate of interest on active interest-bearing money market transaction accounts paid by the bank or association, or equal to similar accounts of an investment company. The Authority

will notify, in writing, the Tenant of the placement of the deposit, including the name and address of the entity in which the money has been placed, along with the type of account the security was placed in, the current rate of interest for that account, and the amount of such deposit.

Your deposit will be placed in trust in an interest-bearing account located at _____, or in some other banking institution and account as further designated by the Authority. The balance of the interest or earnings will belong to the Tenant and will compound to the Tenant's benefit, or be credited toward the payment of rent due on the renewal or anniversary of the Tenant's Lease.

The total security deposit will not exceed one month's rent (or one and one half month's rent if a pet security deposit is collected). The security deposit may be utilized by the Authority toward reimbursement for the cost of damages beyond ordinary wear and tear caused by the Tenant, members of the Tenant's household, or guests. The Authority may also use the deposit to insure full performance of the other obligations of the Tenant contained in this Lease, including the payment of rent and/or other charges. If this occurs prior to the Lease termination, the Authority may demand that the Tenant replace the amount of the security deposit used by the Authority. The Authority will return the deposit, plus the Tenant's accrued interest, less any deductions made, within thirty (30) days of the termination of this Lease. An itemized list of deductions will be given to the Tenant at the same time.

(C) Rent Collection

Payments must be delivered to the Authority office located at **1601 Dill Avenue, Linden, New Jersey 07036. Rent will be collected on business days Monday through Friday 9:00 a.m. until 4:30 p.m.**

Payments made as rent will be applied to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed.

The monthly rent that is payable by the Tenant must be paid in full; no partial payments will be accepted.

(D) Schedule of Charges

A Schedule of Charges to Tenants for maintenance and repair beyond normal wear and tear shall be posted in the on-site management office. Charges are due and payable on the date stated in the notice in which the charge is made, but not sooner than fourteen (14) days after delivery of the notice.

When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with a Schedule of Maintenance Charges posted by the Authority or

(for work not listed on a Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

(E) Late Charges

All rent not received in full by the 10th of the month will be deemed delinquent and will be assessed a late charge of \$25.00. This provision does not create a “grace period”. Rent shall remain due no later than the 1st of each month, and rent paid after the 1st will be considered late.

(F) Attorney, Court, and Eviction Costs

Tenant will be charged a fee to cover costs and/or reasonable attorney's fees whenever the Authority incurs costs and attorney fees in connection with legal proceedings in which the Tenant does not prevail in the court action.

In the event of an eviction, the Tenant gives the Authority permission to remove from the Premises and then from the public way any personal property left in the Premises, and to store or to dispose of such property as permitted by law. The Tenant agrees that the Tenant will be responsible for the actual costs for removing any personal property from the Premises, and any other costs directly associated with the eviction. The procedure and time of notification for the Authority's removal of personal property are set forth in Section 12(K)(2) of this Lease.

In the event of the Tenant's eviction or the termination of the tenancy, the Tenant will remain liable for the back payment of rent and costs due to the Authority through date of termination of the tenancy, eviction, removal of Tenant's personal property from the Leased Premises and disposal of Tenant's personal property, if applicable.

(G) Utilities

The Authority will furnish without additional charge the following: heat, electricity, gas, and hot and cold water. Utilities are to be furnished to at least the extent required by local custom and usage, and local and State law. Electricity is that utilized by standard electrical appliances. The Authority is not responsible for the failure to furnish such utilities if the cause is beyond the control of the Authority.

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

Tenant shall be charged for excess utilities used by the Tenant, including utilities used by certain appliances and devices supplied by the Tenant. Tenant must first seek the Authority’s approval before installing or using major appliances supplied by the Tenant in the Premises. A schedule of charges, along with a list of appliances defined as additional major appliances, will be attached to this Lease, and incorporated herein, as well as posted in the Authority office.

(H) Bad Checks

Tenant shall pay the Authority any bank charges for each check which is dishonored for any reason. Current bank charges are posted in the Authority office.

(I) Additional Rent

All charges due under this Lease, including but not limited to late fees, attorneys fees, court costs, returned check fees, additional utility costs, and charges for maintenance and repair beyond normal wear and tear are considered additional rent for purposes of an eviction case for nonpayment of rent, if allowable by law for the particular action.

4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

Tenant agrees to report to the Authority, any changes in income of Tenant or household members. The Tenant agrees to report any such changes in household composition or income to the Authority in writing within ten (10) days of the occurrence of such change, and once each year when requested by the Authority for recertification. This includes supplying to the Authority, when requested, accurate information about household composition, demographics, income, sources of income, assets, and related information necessary to determine eligibility, annual income, and adjusted income. This information shall be used by the Authority in determining whether the rent should be changed and whether Tenant is still eligible for low rent housing or the particular dwelling unit.

Failure of the Tenant to supply accurate information when requested is a serious violation of the terms of the Lease, and the Authority may terminate the Lease for that reason. All information must be verified. Tenant agrees to comply with the Authority’s requests for verification by signing any releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

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

(A) Rent fixed in Section 3 of this Lease or as adjusted pursuant to the above will remain in effect for the period between rent determinations, unless:

- (1) The Authority conducts an interim recertification and determines that the rent should be adjusted due to an increase or decrease in Tenant’s household income.

- (2) The Tenant otherwise demonstrates a change in circumstances justifying a reduction in rent.
- (3) The Authority discovers that the Tenant misrepresented the facts upon which the rent is based, causing the Tenant to pay less than the rent they should have been charged.
- (4) Rent formulas or procedures are changed by Federal law or regulation.

Where the Tenant, intentionally or by mistake, has misrepresented or failed to submit to the Authority any facts required for the determination of rent, the Authority may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted by the Tenant. The Authority shall also have available in such event, at its option, the remedy of termination as provided in Section 12(A)(8) of this Lease. As stated in Section 3. and as also applicable to this section, if this Lease is an extension of occupancy by the Tenant under a prior lease or leases with the Authority, any amount due under the prior lease or leases may be charged and collected as if the indebtedness had occurred under this Lease.

- (B)** In the event of any rent adjustment pursuant to the above, the Authority will mail or deliver a written "Notice of Rent Adjustment" to the Tenant in accordance with Section 11 of this Lease. All notices will state the effective date of the rent adjustment.

In the case of a rent decrease, the adjustment will become effective on the first day of the month following the change in Federal law or regulations or the date the decrease in household income was reported and verified in writing, provided Tenant reported the change in writing within ten (10) days of the occurrence of the change, as specified above (when change is based on new circumstances).

In the case of a rent increase, the adjustment will become effective on the first day of the month following a thirty (30) day notice of the change in Federal law or regulations or the date the increase in household income was reported and verified in writing. However, if the adjustment is based on changed circumstances and Tenant failed to report the change as required herein, then the adjustment will instead be applied retroactively to the first of the month following the day of the change. The Tenant agrees to be bound by any change determined by the Authority to be necessary by application of this subsection.

- (C)** If the Authority in its sole discretion determines that the size of the Premises is no longer appropriate to the Tenant's needs, and a dwelling unit of the appropriate size is available, the Tenant shall be offered the other dwelling unit of appropriate size in accordance with Section 16 (H) of this Lease, and Tenant shall move within thirty (30) days unless otherwise authorized by the Authority. Tenant further agrees

to accept a new lease for a different dwelling unit of the appropriate size or design. If the Tenant fails to accept the other unit, the Authority may terminate this Lease pursuant to the appropriate procedures described in this Lease.

- (D) When the Authority redetermines the amount of rent payable by the Tenant, or determines that the Tenant must transfer to another dwelling unit, the Authority shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Authority's determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the Authority's Grievance Procedure.
- (E) **Re-examination of tenant's income and household composition shall occur annually, unless Tenant chooses the flat rent option, in which case re-examination shall occur once every three (3) years. The Authority will send Tenant the required re-examination forms. Tenant shall fully complete and promptly return these forms to the Authority. If the Tenant fails to do so, the Authority reserves the right to adjust Tenant's rent to the applicable flat rent (since no information to the contrary has been furnished by the tenant) or terminate the Lease.**

When the rent has been adjusted, a "Notice of Rent Adjustment" will be forwarded to Tenant and will serve as an automatic amendment to the Lease.

5. OCCUPANCY

The Tenant shall have the right to exclusive use and occupancy of the Premises. Tenant must reside in the Premises and the Premises must be Tenant's only place of residence. Guests or visitors of the Tenant may be accommodated for no longer than thirty (30) days per visitor each year. "Guest" means a person in the Premises with the consent of a household member. The Tenant must notify the Authority in writing of all overnight guests staying in the Premises for more than two (2) nights. The written notice must be given no later than the third day before the guest begins staying at the Premises. The notice must indicate the period of time the guest will be staying at the Premises. If any visit will extend beyond thirty (30) days, the Tenant must notify the Authority in writing, stating the reasons for the extended visit, and request permission from the Authority for the extended stay. The guest may only stay beyond thirty (30) days if the extended stay is authorized in writing by the Authority.

6. OBLIGATIONS OF THE AUTHORITY

The Authority shall be obligated, other than for circumstances beyond its control, as follows:

- (A) To maintain the Premises and the project in decent, safe, and sanitary condition.

- (B)** To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (C)** To make necessary repairs to the Premises.
- (D)** To keep project buildings, facilities, and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- (E)** To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority. The Authority shall provide the following appliances for the Premises: cooking range and refrigerator.
- (F)** To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish and other waste removed from the Premises by the Tenant in accordance with Section 7(G).
- (G)** To supply running water, including an adequate source of potable water, and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year 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.
- (H)** To notify the Tenant of the specific grounds for any proposed adverse action by the Authority. Such adverse action includes, but is not limited to, a proposed lease termination, involuntary transfer of the Tenant to another unit, imposition of charges for maintenance and repair, or imposition of charges for excess consumption of utilities.

When the Authority is required to afford the Tenant the opportunity for a hearing under the Authority's Grievance Procedure for a grievance concerning a proposed adverse action:

- (1) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with 24 C.F.R. 966.4(1)(3) shall constitute adequate notice of proposed adverse action. The notice requirements of 24 C.F.R. 966.4(1)(3) are incorporated into Section 12(B) through 12(F) of this Lease.
- (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until the time for Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) until the grievance process has been completed or terminated.

- (I) To comply with Federal, State, and local nondiscrimination and fair housing requirements, including Federal accessibility requirements and providing reasonable accommodations for persons with disabilities.
- (J) To establish necessary and reasonable policies for the benefit and well-being of the housing project and the tenants, post the policies in the project office, and incorporate the regulations by reference in the Lease.
- (K) To consider lease bifurcation, as provided in 24 C.F.R. 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking, provided that, if the Authority chooses to bifurcate a lease, no assistance will be given for an individual who does not meet public housing eligibility and 24 C.F.R. 5.508(h)(2) applies to submission of evidence of citizenship or eligible immigration status.

7. OBLIGATIONS OF THE TENANT

Tenant shall be obligated as follows:

- (A) Not to assign the Lease or to sublease or transfer possession of the Premises.
- (B) Not to provide accommodations for boarders or lodgers. Not to provide accommodations to guests, other than as provided in Section 5 of this Lease.
- (C) To use the Premises solely as a private dwelling for Tenant and Tenant's household as identified in the Lease, and not to use or permit its use for any other purposes. Tenant must live in the Premises and the Premises must be Tenant's only place of residence. Tenant cannot live somewhere other than the Premises.

With the prior written consent of the Authority, members of the household may engage in legal profit-making activities in the Premises when the Authority determines that such activities are incidental to primary use of the Premises for residence by members of the household. Use of the Premises for legal profit-making activities will be subject to the Authority's policy on such activities.

- (D) To abide by necessary and reasonable regulations issued by the Authority for the benefit and well-being of the housing project and the tenants. These regulations shall be posted in the Authority office and are incorporated by reference in this Lease. Violation of such regulations constitutes a violation of this Lease; provided, however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provision of this Lease, the provision of the Lease shall govern.

- (E) To comply with all obligations imposed upon Tenant by applicable provisions of State of New Jersey statutes, regulations, building codes, and housing codes materially affecting health and safety.
- (F) To keep the Premises, adjacent grounds, and other such areas as may be assigned to Tenant's use in a clean, orderly, and safe condition, and to use reasonable care to keep the Premises in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors. If authorized in writing by the Authority, the Tenant may paint or make minor repairs to the Premises at his/her expense. Otherwise, Tenant agrees to make no alterations or repairs or redecorations to the interior of the Premises or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. Tenant agrees to make no changes to locks or install new locks on exterior doors without the Authority's written approval. Tenant agrees to use no nails, tacks, screws, brackets, or fasteners on any part of the Premises including but not limited to doors, door frames, fences, and fire escapes (a reasonable number of picture hangers excepted) without authorization by the Authority.
- (G) To separate and dispose of all items to be recycled as specified by the Authority. To dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner. 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 use all trash receptacles for disposal of household waste only.
- (H) To use only as intended and in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances (including elevators). The Tenant shall use all electric, plumbing and other facilities safely, and use no more electricity than the wiring to the Premises or feeders to the Building can safely carry. The Tenant shall obey any written instructions of the Authority for the care and the use of the appliances, equipment, and other personal property on or in the Premises. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control.
- (I) To refrain from and to cause household members and guests to refrain from destroying, defacing, damaging or removing any part of the Premises or Project.
- (J) To act and to cause household members and guests to act in a manner which is legal, orderly, and which will not disturb his/her neighbors' peaceful enjoyment of their accommodations, and will be conducive to maintaining the Project in a decent, safe, and sanitary condition.
- (K)
 - (1) To assure that the Tenant, any household members, any guests, or any other persons under the Tenant's control, shall not engage in:

- (a) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents, employees of the Authority, agents of the Authority, or on-site property management staff responsible for managing the premises;
- (b) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises;
- (c) any drug-related criminal activity on or off the Authority's public housing premises.

Any criminal activity in violation of the preceding sentence shall be cause for termination of the tenancy, and for eviction from the Premises. The term "drug-related criminal activity" means the illegal possession, manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802.

The Tenant agrees not to engage in any other criminal activity affecting the right to peaceful enjoyment of the premises by, or the well-being of, any other public housing residents or employees while the Tenant is a resident in public housing. Any such criminal activity may also be a cause for termination of the tenancy, and for eviction from the Premises.

- (d) any smoking of prohibited tobacco products in restricted areas, as defined by 24 C.F.R. 965.653(a), or in other outdoor areas that the Authority has designated as smoke-free.
- (2) To assure that the Tenant, any household members, any guests, or any other persons under the Tenant's control shall not engage in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (L)** The Tenant agrees to abide by all the provisions of the Authority's Pet Policy, and to keep no pets or animals in or on the Premises except as permitted by the Authority's Pet Policy and other applicable laws and regulations. Provisions of this Lease pertaining to the Authority's Pet Policy are further outlined in Section 16(F) of this Lease.
 - (M)** To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Premises, project buildings, facilities, or common areas caused by Tenant, household members, or guests. This shall include damage caused by the

failure to report needed repairs. Any damage to the Premises which is not described in the written report of inspection prior to Tenant's occupancy will be presumed to have been caused by Tenant.

- (N)** To permit the Authority, pursuant to the provisions of Section 10, entrance to the Premises for the purpose of performing periodic inventories and inspections, reading utility meters and routine maintenance for making improvements or repairs, or to show the Premises for re-leasing.
- (O)** To promptly report to the Authority any accident, injury, or any needed repairs to the Premises, and to report known unsafe or unsanitary conditions in the Premises or in common areas and grounds of the project. Tenant's failure to report the need for repairs in a timely manner may be considered to contribute to any damage that occurs.
- (P)** To refrain from placing fixtures, fences, tents, or pools in or about the Premises, installing additional locks, chain locks, dead bolts, or making changes or alterations to existing locks or other aspects of the Premises, without prior revocable permission of the Authority in writing. All changes or additions made without the Authority's written consent shall be removed by the Tenant on demand by the Authority at the Tenant's expense, and the Premises shall be returned to its original state and condition. In the event the Tenant fails to comply with the Authority's demands, the Authority will make any removals and any necessary repairs and the Tenant's account will be charged for time and materials if performed by maintenance staff or actual costs incurred by the Authority if performed by outside vendors or contractors. Charges applied to Tenant's account under this section will constitute additional rent when and if permissible under law.
- (Q)** To comply with the provisions of any rider or addendum attached to and incorporated into this Lease.
- (R)** To notify the Authority of any absence from the Premises which exceeds ten (10) days, and to give such notification prior to the actual absence.
- (S)** Not to display, use, or possess, or allow household members or guests to display, use or possess any firearms (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New Jersey, anywhere on the property of the Authority in violation of New Jersey law. This includes but is not limited to B.B. guns, air powered rifles, and paintball guns. The display, use, or possession of firearms and/or other weapons in violation of New Jersey law shall be grounds for eviction.
- (T)** Not to keep or use flammable materials on the Premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other flammable materials or explosives (including fireworks). To take precautions to prevent fires.

- (U)** To leave the Premises upon vacating the Premises in a clean and safe condition, normal wear and tear excepted, and to return all keys to the Authority. The Tenant shall remove all of the Tenant’s personal property upon the termination of the Lease. Any property left by the Tenant in or about the Premises for thirty (30) days or more after he/she vacates will be considered as abandoned and may be disposed of as the Authority sees fit pursuant to Authority’s policy, as further provided in Section 12(K) of this Lease. Reasonable and actual storage and disposal costs may be charged to the Tenant.
- (V)** To act in a cooperative manner with neighbors and the Authority’s staff or agents. To refrain from, and cause household members or guests to refrain from, acting or speaking in an illegal, abusive, or threatening manner toward neighbors and the Authority’s staff or agents.
- (W)** 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 Premises.
- (X)** To refrain from erecting or hanging radio antennas, television antennas, or satellite dishes on or from any part of the Premises or Authority property except in accordance with any regulations set by the Authority with the prior written approval of the Authority.
- (Y)** To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant’s expense. Automobile repairs, including oil changes, are not permitted on the project site.
- (Z)**

 - (1) Not to commit any fraud in connection with any Federal housing assistance program, and
 - (2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- (AA)** For each adult household member to perform at least eight (8) hours per month of qualifying community service and/or self-sufficiency activities, unless the requirement is waived due to age, disability, employment, attendance of an educational institution, or participation in a qualified training program.
- (BB)** Not to allow in or near the Premises a person on the Defiant Trespass List for the Authority. The Defiant Trespass List for the Authority will be regularly posted in conspicuous areas on Authority property, including in the Authority’s main office.

It will be a serious violation of this Lease to allow any such person on or near the Premises after notice that such person is on the Authority’s Defiant Trespass List. Tenant may not harbor or entertain, in the Premises or on Authority property, those individuals on the Defiant Trespass List. Failure to abide this provision will cause action to be taken against the Tenant by the Authority, which may include service of Notice to Cease and/or termination of the Lease.

- (CC) Not to display any signs, flags, banners, bumper stickers, pennants, or gang colors whatsoever.
- (DD) Not to use or operate motorized vehicles including scooters, bikes, dirt bikes, or midget cars on any Authority property including but not limited to parking lots, recreation areas, and sidewalks.
- (EE) Not to use any fire pits, chimineas, or outdoor fireplaces of any kind.
- (FF) Not to use the Authority electrical system to power any devices outside the Premises, including but not limited to outdoor lighting, power tools, or electrical appliances.

8. DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY

- (A) In the event the Premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the Tenant shall immediately report such damages to the project management. Tenant also agrees to immediately report all other damages to the Premises to the project management.
- (B) The Authority shall be responsible for repair of the Premises within a reasonable time; provided that, if the damage was caused by the Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to the Tenant.
- (C) The Authority shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests. Tenant shall accept any replacement unit offered by the Authority.
- (D) In the event repairs are not made in accordance with subsection (B), or alternate accommodations are not provided in accordance with subsection (C), rent shall be abated in proportion to the seriousness of the damage and loss suffered by the Tenant, provided, however, that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, household members, or guests.
- (E) In the event the Tenant claims a rent adjustment under the provisions of this section, he/she shall pay the entire amount of rent due for the period for which a rent

adjustment is claimed to the Authority to be held in escrow pending a decision in accordance with the Grievance Procedure referred to in Section 13 of this Lease.

9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS

- (A) The Authority and the Tenant, or the Tenant's representative, shall inspect the Premises prior to occupancy by the Tenant. The Authority will furnish the Tenant with a written statement of the condition of the Premises and the equipment provided therein. The statement shall be signed by the Authority and the Tenant, and a copy shall be retained by the Authority in the Tenant's file.
- (B) At the time the Tenant vacates the Premises, the Authority shall inspect the Premises and furnish the Tenant with a written statement of any charges. The Authority shall notify the Tenant of the inspection, and the Tenant and/or Tenant's representative may join in such inspection, unless the Tenant vacates the Premises without prior notice to the Authority.

10. ENTRY OF PREMISES DURING TENANCY

- (A) Upon reasonable advance notification to the Tenant, the Authority or its authorized employee, agent, contractor or representative, shall be permitted to enter the Premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the Premises for re-leasing. A written statement specifying the purpose of entry by the Authority, delivered to the Premises at least **two (2) days** before such entry, shall be considered reasonable advance notification. Response to requests by Tenants for repairs and services will not require two (2) days' notice. When Tenant calls to request maintenance on the Premises, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the Premises when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- (B) The Authority may enter the Premises at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (C) In the event that Tenant and all adult household members are absent from the Premises at the time of entry, the Authority shall leave on the Premises a written statement specifying the date, time, and purpose of entry prior to leaving the Premises.

11. NOTICE

- (A) Except as provided in Section 10, notice to the Tenant shall be in writing and delivered to the Tenant or to an adult household member, or sent by prepaid first-class mail, properly addressed to the Tenant. The notice shall be provided in a form to allow meaningful access for and to ensure effective communication with persons

who are limited English proficient and/or disabled, provided that the Authority has prior notice of the Tenant’s limited English proficiency and/or disability.

- (B) Notice to the Authority shall be in writing, delivered to the Authority's office at 1601 Dill Avenue, Linden, New Jersey 07036, or sent to that office by prepaid first-class mail, properly addressed to the Authority's office.
- (C) Notices sent by regular first-class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service, postage prepaid. Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

12. TERMINATION OF LEASE

- (A) If there has been a serious or repeated violation of material terms of the Lease, or for other good cause for lease termination, the Authority reserves the right of re-entry which allows the Authority to terminate this Lease and re-enter the Premises. This is done through an eviction procedure in court to remove the Tenant.

The Authority shall not terminate or refuse to renew this Lease other than for serious or repeated violation of material terms of the Lease or for other good cause. The following terms shall be considered material terms but are not an exclusive listing:

- (1) Obligations of the Tenant identified in Sections 4 and 7 of this Lease, and other obligations of the Tenant identified elsewhere in this Lease.
- (2) Nonpayment of rent.
- (3) Repeated late payment of rent.
- (4) Serious or repeated interference with the rights of other tenants.
- (5) Serious or repeated damage to the Premises or the Authority premises. Creation of physical hazards in the Premises, common areas, common grounds, or parking areas of any project site.
- (6) Unauthorized alteration, unauthorized repair, sale, destruction or other disposition of the Premises or any part thereof.
- (7) Failure to report a change in household income or composition, or failure to provide any other information required by this Lease. This includes failure to supply in a timely fashion, any certification, release, information, or documentation on household income or composition needed to process annual reexaminations or interim redeterminations.

- (8) Misrepresentation (intentional or unintentional) of any material fact in the application for housing, or any other material misstatements submitted to the Authority, including, but not limited to, information on household income, composition, assets, or eligibility for housing.
- (9) Violation of any rule or provision of the Authority’s Pet Policy. The Authority’s Pet Policy is incorporated into this Lease by reference.
- (10) Such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the Premises.
- (11)
 - (a) Any activity by the Tenant, household member, guest or other person under Tenant’s control, including criminal activity, which threatens the health, safety or right to peaceful enjoyment of the Authority’s public housing premises by other residents, employees of the Authority, agents of the Authority, or on-site property management staff responsible for managing the premises.
 - (b) Any activity by the 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 their residences by persons residing in the immediate vicinity of the Premises.
 - (c) Any drug-related criminal activity as defined in Section 7(K) of this Lease.
 - (d) Alcohol abuse as defined in Section 7(K) of this Lease.
 - (e) Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- (12) Violation of the Authority’s Admissions and Continued Occupancy Policy, or serious or repeated violation of any of the Authority’s rules or regulations applicable to the Premises or the public housing premises as posted and in effect from time to time.
- (13) Weapons or illegal drugs seized in the Premises or on Authority premises by a law enforcement officer.
- (14) Any fire on Authority premises caused by the Tenant, household members, or guests’ actions or neglect.

- (15) In the event that the Tenant becomes so physically or mentally incapable of maintaining the Premises in a habitable condition or of caring for his/her physical or mental needs such that reasonable accommodations will not be sufficient to meet such needs and where the Tenant cannot arrange for someone to assist in performing these functions.

However, to the extent feasible, if during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the Lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the Lease, then the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the Premises. If there are no family members who can or will take responsibility for moving Tenant, the Authority will, to the extent feasible, work with appropriate agencies to secure suitable housing.

At the time of admission, the Tenant must identify the family member(s) or other designated person(s) to be contacted if the Tenant becomes unable to comply with Lease terms.

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

- (16) Allowing in or near the Premises a person on the Authority's Defiant Trespass List.
- (17) Failure to live in the Premises or residing somewhere other than the Premises.
- (18) Violation of any rule or provision of the Authority's Smoke-Free Policy. The Authority's Smoke-Free Policy is incorporated into this Lease by reference.
- (19) Exceeding the income limit imposed by 24 C.F.R. 960.507.
- (20) Failing to comply with the restrictions on net assets and property ownership imposed by 24 C.F.R. 5.618.

- (B)** The Authority shall give written notice of termination of this Lease of:

- (1) Fourteen (14) days in the case of failure to pay rent.
 - (2) A reasonable time considering the seriousness of the situation (but not to exceed thirty (30) days):
 - (a) If the health or safety of other residents, Authority employees, or persons residing in the immediate vicinity of the Premises is threatened; or
 - (b) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
 - (c) If any member of the household has been convicted of a felony.
 - (3) Thirty (30) days in all other cases, unless New Jersey State law provides a shorter time frame, in which case the shorter time frame shall apply.
- (C)** The notice of lease termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine the Authority's documents directly relevant to the termination or eviction. When the Authority is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Authority's Grievance Procedure.
- (D)** A notice to vacate or quit and a demand for possession, which are required by New Jersey State law, may be combined with and run concurrently with a notice of lease termination.
- (E)** When the Authority is required to afford the Tenant the opportunity for a hearing under the Authority's Grievance Procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice to vacate under New Jersey State law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) until the grievance process has been completed or terminated.
- (F)** When the Authority is not required to afford the Tenant the opportunity for a hearing under the administrative Grievance Procedure for a grievance concerning the lease termination, and the Authority has decided to exclude such grievance from the Grievance Procedure, the notice of lease termination shall:
- (1) State that the Tenant is not entitled to a grievance hearing on the termination.
 - (2) Specify the judicial eviction procedure to be used by the Authority for eviction and state that the procedure provides the opportunity for a hearing

in court that contains the basic elements of due process as defined in HUD regulations.

- (3) State whether the eviction is for criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Authority, or for any drug related criminal activity.
- (G)** The Authority may evict the Tenant from the Premises only by bringing a court action.
- (H)** In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by household members, and the effects that the eviction would have on household members not involved in the prohibited activity and on the Tenant’s neighbors. In appropriate cases, the Authority may impose a condition that household members who engaged in the prohibited activity will not reside in or visit the Premises. The Authority may require a household member who has engaged in a pattern of abuse of alcohol and/or the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the Premises.
- (1) The Authority may evict the Tenant by judicial action for criminal activity in accordance with this section if the Authority determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
 - (2) If the Authority seeks to terminate the tenancy for criminal activity as shown by a criminal record, the Authority must notify the household of the proposed action to be based on the information and must provide the subject of the record and the Tenant with a copy of the criminal record before a court trial concerning the termination of tenancy or eviction. The Tenant must be given an opportunity to dispute the accuracy and relevance of that record in the court trial.
 - (3) The Authority may not pass along to the Tenant the costs of a criminal records check.
- (I)** Notice to Post Office: When the Authority evicts an individual or household from the Premises for engaging in criminal activity, including drug-related criminal activity, the Authority shall notify the local post office serving the Premises that such individual or household is no longer residing in the Premises. This action will be taken so that the Post Office will terminate delivery of mail for such persons at the Premises, and such persons will not return to the property for pickup of the mail.

- (J) The Authority shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an Authority grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, records, and regulations which are in the possession of the Authority, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records, and regulations at the Tenant's expense. A notice of lease termination shall inform the Tenant of the Tenant's right to examine the Authority's documents, records, and regulations concerning such Tenant's termination of Tenancy or eviction. If the Authority does not make documents available for examination upon request by the Tenant in accordance with this procedure, the Authority may not proceed with the eviction.
- (K) This Lease may be terminated by the Tenant at any time by giving thirty (30) days advance written notice, to become effective at the end of a month, to the Authority in the manner specified in Section 11(B).
- (1) Tenant agrees to leave the Premises in a clean and good condition, normal wear and tear excepted, and to return the keys to Authority Management when Tenant vacates.
 - (2) Upon termination of tenancy and vacating the Premises, Tenant agrees to remove all personal property from the Premises. In the event Tenant fails to remove any personal property within thirty (30) days of vacating said Premises or to make other arrangements with Authority Management for its disposition, Tenant agrees that Authority Management may dispose of such property as it sees fit without further responsibility or liability of Management to Tenant, provided Authority Management has given thirty (30) days' written notice to Tenant at Tenant's last known address.
 - (3) Tenant agrees to reimburse the Authority to the extent of any amounts expended by Authority Management for moving and storage costs of Tenant's personal property.
- (L) This Lease may be terminated and the Authority reserves a right of re-entry upon such termination, for other good cause. Other good cause includes but is not limited to the following:
- (1) Criminal activity or alcohol abuse as provided in this Lease.
 - (2) Discovery after admission of facts that made the Tenant ineligible.
 - (3) Discovery of material false statements or fraud by the Tenant in connection with an application for assistance or with reexamination of income.
 - (4) Failure of a household member to comply with the community service and self-sufficiency requirements as provided in this Lease (pursuant to 24

C.F.R. 960.600 et seq.) shall serve as grounds for non-renewal and lease termination only at the end of the twelve (12) month lease term.

- (5) Failure to accept the Authority’s offer of a lease revision to an existing lease that is on a form adopted by the Authority in accordance with 24 C.F.R. 966.3; with written notice of the offer of the revision at least thirty (30) days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the Tenant.
- (6) The Authority may terminate the Lease and evict the Tenant when the Authority determines that a household member is illegally using a drug or when the Authority 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.
- (7) The Authority must immediately terminate the Lease and evict the Tenant if the Authority determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- (8) The Authority may terminate the Lease and evict the Tenant if the Tenant or any household member is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is an indictable crime or serious disorderly persons offense; or violating a condition of probation or parole imposed under Federal or State law.

- (M) Tenant understands that this is public housing in a public housing authority and that Tenant’s leasehold interest may not pass upon death in a will or intestate court proceeding, as per Federal law. Upon the death of the sole tenant and only household member, the Lease will automatically terminate fourteen (14) days after the Tenant’s death.

13. GRIEVANCE PROCEDURE

Other than eviction disputes referred to in Section 12(F) (involving a Tenant's criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees or agents, or involving drug-related criminal activity), all disputes concerning the obligations of the Tenant and residents of the Authority under this Lease shall be processed and resolved pursuant to the Grievance Procedure of the Authority which is in effect at the time such grievance or appeal arises. The procedure shall be posted in the Authority's office and is incorporated into this Lease by reference.

14. WAIVER

(A) No Waiver of Rights by Tenant or Landlord

The delay or failure of the Authority or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes. In addition, 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 or within any of the Authority policies or attachments incorporated herein.

(B) No Waiver by Landlord

The Authority does not give up any rights by accepting rent or payments in whole or in part, or by failing to enforce any terms of this Lease. Acceptance of rent or any other payments from the Tenant after this Lease has been terminated shall not negate or void the Lease termination, nor shall the acceptance of rent create a new tenancy.

15. MODIFICATIONS

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

16. MISCELLANEOUS:

(A) Captions

Captions or Section Headings contained in this Lease are set forth for convenience of reference only and do not affect the substance of the sections so captioned.

(B) Counterparts

This Lease may be executed in several counterparts, each of which shall be considered to be an original.

(C) Integration

The parties have read this Lease. The provisions of this Lease, together with any future supplements or amendments, constitute the entire agreement of the Authority and Tenant with respect to the subject matter hereof and there exist no other prior or contemporaneous oral or written agreements with respect to such subject matter. No other changes hereto shall be made except in writing, signed and dated by the Tenant and an authorized representative of the Authority.

(D) Prior Leases Between Tenant and the Authority

It is hereby further understood and agreed between the Tenant and the Authority that the Authority reserves all rights and remedies to terminate this Lease and/or to make any claim for rent due or other charges or other Lease violations arising under any prior Lease with the Tenant for the Premises and/or other premises leased by the Authority, and that such claims may be enforced as if arising under this Lease.

(E) Foster Child/Live-in Aide

With the prior written consent of the Authority, a foster child or a live-in aide may reside in the Premises, provided that the accommodations of such persons conform to the Authority's occupancy standards. The Authority may adopt reasonable policies concerning residence by a foster child or a live-in aide, and in defining the circumstances in which the Authority's consent will be given or denied. Under such policies, the factors considered by the Authority may include whether the addition of a new occupant may necessitate a transfer of the household to another unit, and whether such units are available.

"Live-in aide" means a person who resides with an elderly, disabled or handicapped person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the Premises except to provide the necessary supportive services.

(F) Pet Policy

- (1) Tenants are permitted to own and keep common household pets, as defined by the Authority's Pet Policy, in accordance with the pet rules contained in the Authority's Pet Policy.
- (2) The Authority's Pet Policy is incorporated into this Lease by reference. The Authority's Pet Policy shall be posted in the Authority's office, and copies shall be made available to all Tenants.
- (3) The Tenant agrees to comply with the rules of the Authority's Pet Policy. Any violation of the rules of the Authority's Pet Policy may be grounds for removal of the pet and/or termination of the tenancy, in accordance with Federal, State of New Jersey, and local law and regulations.

(G) Window Guard Policy

THE AUTHORITY IS REQUIRED BY LAW TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN TEN (10) YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE, REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME, IF THE TENANT GIVES THE AUTHORITY A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE AUTHORITY IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF THE TENANT, TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN THE TENANT’S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING.

WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOWSILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

(H) Transfer of Tenant

There shall be no transfers of families from one unit to another except as set forth in the Authority’s Admissions and Continued Occupancy Policy.

If Authority Management determines that the size of the Premises is no longer appropriate to Tenant’s needs or situation, the Authority may provide notification to Tenant in accordance with Section 11 of this Lease, that Tenant will be required to move to an available unit of appropriate size, subject to all applicable laws and regulations. The Tenant will have thirty (30) days to move.

If the Tenant qualifies for a transfer, pursuant to the Admissions and Continued Occupancy Policy, or a transfer is initiated by the Authority, and the Tenant fails to accept the unit offered by the Authority or fails to move within the 30-day time frame, the Authority may terminate this Lease pursuant to the appropriate procedures described in this Lease.

(I) Former Tenants

Tenant shall not be given permission to allow a former tenant of the Authority to sleep overnight in the Premises for any period of time after the former tenant has been evicted for any lease violation involving any activity that creates or results in danger or injury to persons or to Authority property, or any prohibited activity that creates or results in serious or repeated interference with the rights and well-being

of other tenants, Authority employees, Authority agents, or any of these persons' peaceful enjoyment of the premises.

(J) Access to Unit

If and when the Authority Management cannot gain access to the Premises as a result of action or inaction of Tenant, Tenant agrees and understands that such action or inaction of Tenant can be used by the Authority as evidence of the Tenant's fault, which if proven in court can result in a finding of the Tenant's liability and the Authority's non-liability for any conditions resulting from the lack of inspection or correction as a consequence of Tenant's failure to provide access to the Premises.

(K) Locks on Door

If the Tenant has installed a lock on the entrance door without providing the Authority Management with a duplicate key, Tenant shall pay the cost of any damage caused in order to secure entry during an emergency, provided that the Authority has limited such damage to that necessary for entry and that the emergency was not caused by any action or inaction of the Authority.

17. HOUSEKEEPING STANDARDS

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

(A) Authority Responsibility

The standards that follow will be applied fairly and uniformly to all tenants. The Authority will inspect each unit pursuant to Section 10 of this Lease to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific corrections required to establish compliance. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of inspections will constitute material violations of the Lease terms.

(B) Tenant Responsibility

Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a material 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) Floor: 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) Door: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the Premises.
- (9) Pests: Premises should be free of rodent or insect infestation.

Kitchen

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer should have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertops 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 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 flammable materials should be stored in the Premises.
- (3) Other storage areas: should be clean, neat and free of hazards.

(D) Housekeeping Standards - Outside the Apartment

- (1) Yards: should be free of debris, trash, and abandoned carts and furniture. Exterior wall should be free of graffiti. Grass and shrubs shall be kept mowed and trimmed.
- (2) Porches: should be clean and free of hazards. Any items stored on the porch shall not impede access to the Premises.
- (3) Steps: should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Outside Doors/Storm Doors: should be clean and intact.
- (6) Parking Lot: should be free of abandoned cars. No car repairs are allowed in the lots including oil changes.
- (7) Hallways: should be clean and free of hazards. No storage is allowed in hallways including bikes, shopping carts, umbrellas, or clothing articles.
- (8) Stairwells: should be clean and uncluttered.

- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.

18. COMMUNITY SERVICE AND SELF SUFFICIENCY

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt adult household members contribute eight (8) hours per month of community service or participate in eight (8) hours of training, counseling, classes, or other activities that help an individual toward self-sufficiency and economic independence.

(A) Requirements of the Program

- (1) The eight (8) hours per month may be either community service (volunteer work) or self-sufficiency program activity, or a combination of the two.
- (2) At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
- (3) Activities must be performed within the community and not outside the jurisdictional area of the Authority.
- (4) Household Obligations:
 - (a) At Lease execution or re-examination, all adult (18 or older) household members must: (1) complete an exemption verification form if they are claiming any exemption from community service and self-sufficiency requirements; and (2) sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with community service and self-sufficiency requirements is a substantial breach of a material term of this Lease, which will result in non-renewal and/or termination of the Lease.
 - (b) At each annual re-examination, non-exempt household members must complete an activity recording/certification form identifying all community service and self-sufficiency activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying the number of hours contributed.
 - (c) If a household member is found to be noncompliant at re-examination, they will be required to sign an agreement with the

Authority and the Tenant to make up the deficient hours over the next twelve (12) month period.

- (5) Change in Exempt Status:
 - (a) If, during the twelve (12) month period, a non-exempt person becomes exempt or an exempt person becomes non-exempt, it is their responsibility to notify the Authority.
 - (b) Upon notification, the Authority will provide the required exemption verification or activity recording/certification form.
 - (c) If an exempt individual becomes non-exempt, they must immediately begin performing community service and self-sufficiency activities and using the activity recording/certification form.
 - (d) If a non-exempt individual becomes exempt, they must immediately complete the exemption verification form.

(B) Authority Obligations

- (1) The Authority will provide the Tenant with exemption verification and activity recording/certification forms and a copy of this policy at the initial application and at Lease execution.
- (2) The Authority will make the final determination as to whether a household member is exempt from community service and self-sufficiency requirements. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
- (3) Noncompliance Of Household Member:
 - (a) At least thirty (30) days prior to annual re-examination and/or Lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of household members.
 - (b) If the Authority determines that a household member is non-compliant, it will require an agreement with the Tenant and the household member to address the deficient hours over the next twelve (12) month period.
 - (c) If, at the next annual re-examination, the household member is still noncompliant, the Lease will not be renewed and the entire household will have to vacate, unless the noncompliant household member agrees to vacate the Premises.

- (d) Failure to comply will be considered a substantial violation of a material term of the Lease for which the Lease may be terminated pursuant to the terms of this Lease. The Tenant may use the Authority’s Grievance Procedure to protest the Lease termination.

19. SURVIVAL

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

20. REGISTRATION STATEMENT

Pursuant to N.J.S.A. 46:8-28 and 46:8-29, the Authority attaches its Registration Statement which the Tenant acknowledges receipt of.

21. TRUTH IN RENTING STATEMENT

Pursuant to N.J.S.A. 46:8-43 through 46:8-49, the Authority attaches a copy of the truth in Renting Statement which the Tenant acknowledges receipt of.

22. FEDERAL CRIME INSURANCE STATEMENT

The Landlord recognizes that N.J.S.A. 46:8-39 requires the distribution to tenants of information regarding crime insurance through the Federal Crime Insurance Program. However, as the Federal Crime Insurance Program has expired and has not been renewed by the Federal government, the Program is no longer in existence. As such, no information is available for distribution to tenants pursuant to N.J.S.A. 46:8-39.

23. 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. If the Premises were built before 1978, the Authority shall disclose the presence of known lead-based paint and/or lead-based paint hazards in the Premises and provide Tenant with a Federally approved pamphlet on lead poisoning prevention.

An addendum entitled “Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards” is attached to this Lease for your review and signature. This disclosure is incorporated into, and made a part of, this Lease.

24. EXTENDED LEAVE OF ABSENCE FROM YOUR UNIT

Tenant may not be absent from the Premises for more than thirty (30) continuous days without verification of medical necessity or treatment from a doctor. Prior to any extended

leave of absence from the Premises, notification must be given to the Authority in writing and must include an address and phone number for contact in case of emergency. Absence from the Premises in violation of this provision will be considered a substantial breach of a material provision of the Lease, warranting termination of the Lease by the Authority.

Even if absence from the Premises beyond thirty (30) continuous days is authorized by a doctor and valid verified documentation is submitted to the Authority in support of the medical need for such absence, in no case may Tenant be absent from the Premises for more than ninety (90) continuous days without providing a date certain that Tenant will return to the Premises. The return date must be within thirty (30) days of the 90th day of continuous absence. If Tenant fails to provide a date certain of return or fails to return by the date provided, Tenant will be considered in substantial breach of a material provision of the Lease and the Authority may terminate the Lease.

25. VIOLENCE AGAINST WOMEN ACT PROTECTIONS

The Violence Against Women Act (“VAWA”) protects tenants who have been victimized by domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

The Authority shall provide Tenant with a Notice of Occupancy Rights under VAWA and a certification form to be completed to document an incident of domestic violence, dating violence, sexual assault, or stalking.

If Tenant is the victim of domestic violence, dating violence, sexual assault, or stalking, Tenant may be required to provide documentation of victim status. Tenant may optionally certify their victim status (utilizing HUD form 5382), which includes naming their abusers, if known, to qualify for these protections.

If Tenant is the victim of domestic violence, dating violence, sexual assault, or stalking, Tenant may request an emergency transfer to another unit. The Authority has an Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking. Tenant may fill out the Emergency Transfer Request form for the Authority when making the request for the transfer (utilizing HUD form-5383).

The Authority will not terminate Tenant’s Lease on the basis of criminal activity if Tenant or an affiliated individual is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking. However, if the perpetrator(s) of such domestic violence, dating violence, sexual assault, or stalking is a member of Tenant’s household, the Authority may bifurcate the Lease in order to pursue eviction against the perpetrator(s).

26. COMPLETE DOCUMENT/RECEIPT FOR ATTACHMENTS

This Lease consists of [redacted] pages and attachments consisting of [redacted] pages.

By signing this Lease, Tenant acknowledges receipts for all attachments which are listed below.

By signing this Lease, the Tenant agrees that all the provisions of this Lease have been read and are understood, and further agrees to be bound by its provisions and conditions as written, as well as all additional documents made a part of the Lease by reference.

**HOUSING AUTHORITY OF THE
CITY OF LINDEN**

Dated: _____

, Property Manager

TENANT(S) AND HOUSEHOLD MEMBERS

Dated: _____

, Tenant

Dated: _____

, Tenant

Dated: _____

, Household Member

Dated: _____

, Household Member

WITNESS

Dated: _____

Name:

TENANT’S CERTIFICATION

I, _____, hereby certify that I, and other members of my Household, have not committed any fraud in connection with any Federal housing assistance program, unless such fraud was fully disclosed to the Authority before execution of the Lease, or before the Authority’s approval for occupancy of the Premises by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any Federal housing assistance program (before and during the Lease term) is true and complete to the best of my knowledge and belief.

Dated: _____, _____, Tenant

**TENANT’S DESIGNATION OF FAMILY MEMBER OR
PERSON TO BE CONTACTED IN THE EVENT THAT TENANT BECOMES
UNABLE TO COMPLY WITH THE TERMS OF THE LEASE.**

Contact Name _____ Relationship _____

Address _____

Telephone _____

ATTACHMENTS:

- | | |
|---|---|
| <input type="checkbox"/> Tenant Handbook | <input type="checkbox"/> Authority Grievance Procedure |
| <input type="checkbox"/> Window Guard Notification | <input type="checkbox"/> Registration Statement |
| <input type="checkbox"/> Truth In Renting Statement | <input type="checkbox"/> Community Service Certifications/Forms |
| <input type="checkbox"/> Pet Policy | <input type="checkbox"/> Declaration of Section 214 Status |
| <input type="checkbox"/> Violence Against Women Act | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Schedule of Charges | |
| <input type="checkbox"/> Smoke-Free Policy | |
| <input type="checkbox"/> Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards | |
| <input type="checkbox"/> Applicant/Tenant Authorization(s) To Obtain Reports | |

HOUSING AUTHORITY OF THE CITY OF LINDEN

OFFICE ADDRESS: 1601 Dill Avenue
Linden, New Jersey 07036

HOURS: Business Days (typically Monday through Friday)
9:00 a.m. to 4:30 p.m.

TELEPHONE NUMBERS:

MAIN OFFICE: (908) 298-3820

AFTER HOURS (MAINT.): (908) 298-3820 ext. 3

[DATE]

To Tenants and Prospective Tenants of the
Housing Authority of the City of Linden

Dear Tenant/Prospective Tenant:

The State of New Jersey has enacted legislation requiring that owners of multiple dwellings, such as the Housing Authority of the City of Linden (“Authority”), provide, install, and maintain child-protection window guards in apartments and hallways of such dwellings, upon written request of tenants with a child ten (10) years of age or younger. Regulations promulgated by the State of New Jersey Department of Community Affairs pursuant to this recent law also require that owners deliver notice of the requirements of the law as set forth in the regulations. Accordingly, this letter is intended to serve as such notice and sets forth below the requirements of the regulation by which the Authority and its tenants are to abide. The notice is as follows:

THE OWNER (AUTHORITY) IS REQUIRED BY LAW TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN 10 YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE, REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME IF THE TENANT GIVES THE OWNER (AUTHORITY) A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE OWNER (AUTHORITY) IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF THE TENANT, TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN THE TENANT’S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING.

WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOWSILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

Should you, as tenant, have a child ten (10) years of age or younger living in the apartment, or regularly present there, and wish to have child-protection window guards installed in hallways above the first floor, or on the first floor where the window sill is more than six feet above grade or where there are other hazardous conditions that make installation of window guards necessary to protect the safety of children, to which persons from your apartment have access without having to go outside, you must first request in writing that the Authority install such window guards.

Should you, as tenant, live on a floor other than the first floor or on the first floor where the window sill is more than six feet above grade or where there are other hazardous conditions that make installation of window guards necessary to protect the safety of children, and have a child ten (10) years of age or younger living in the apartment, or regularly present there, and wish to have child-protection window guards installed in your apartment, you must first request in writing that the Authority install such window guards.

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

Should you have any questions regarding the above notice, please contact our office at any time.

Sincerely,

The Housing Authority of the City of Linden

I hereby request the installation of Window Guards. _____.

I hereby decline the installation of Window Guards. _____.

TENANT

Dated: _____

WITNESS

Dated: _____

Name: