

## RESIDENTIAL LEASE AGREEMENT

This RESIDENTIAL LEASE AGREEMENT ("Lease") is entered into this «Day» day of «Month», «Year», by and between the Allentown Housing Authority, 1339 W. Allen Street., Allentown, PA, 18102 (the "Landlord") and «Tenant\_HOH» (the "Tenant"). The parties to this Lease, intending to be legally bound, agree to the following:

### 1. PREMISES

A. Description of Premises. Subject to the terms and conditions of this Lease and in consideration of the Rent (as defined below), the Landlord leases to Tenant and Tenant leases from the Landlord, that certain unit more particularly defined as follows::

COMMUNITY: «Site» UNIT #: «Unit»

STREET ADDRESS: «Address»

The foregoing unit shall include any steps, porch, hallway, lawn or yard adjacent to or surrounding the unit and/or any common interest therein or in any other common area (collectively, the "Unit"). The Unit shall be used solely as a private residence. The Landlord shall provide a stove and refrigerator for use on the Unit and at no additional cost to the Tenant. "Premises" is defined as the building or complex in which the Unit is located, including common areas and grounds.

B. Family Composition.

(i) The Unit is for the exclusive use and occupancy by the Tenant and the Household Member(s) of the Tenant listed below:

NAMES	NICKNAMES/ ALIAS	RELATIONSHIP	S.S.#	BIRTHDATE	M/F
«Tenant_HOH»	«HOHalias»	Head of Household	«HOHssn»	«HOHbirth»	«HOHsex»
«T2name»	«T2alias»	«T2relate»	«T2ssn»	«T2birth»	«T2sex»
«T3name»	«T3alias»	«T3relate»	«T3ssn»	«T3birth»	«T3sex»
«T4name»	«T4alias»	«T4relate»	«T4ssn»	«T4birth»	«T4sex»
«T5name»	«T5alias»	«T5relate»	«T5ssn»	«T5birth»	«T5sex»

(ii) No persons other than the Tenant and the Household Member(s) listed above are permitted to be domiciled in the Unit unless added to the Lease with the prior written approval of the Landlord. This requirement does not apply to additions by reason of natural birth or adoptions. The Tenant shall, however, be required to provide the Landlord with written notice of any such addition, whether or not the Landlord's prior written approval is required. Any and all additions to the Household Member(s) of the Tenant including, but not limited to marriage shall be subject to standard criminal background check procedures. In addition, the Tenant must submit such proper documentation as may be required by the Landlord, including but not limited to, certificates and licenses prior to the Landlord's written approval of an addition to the Household Member(s) of the Tenant, in the event that such approval is required, or promptly after such an addition, in the event that such approval is not required.

(iii) Household Member(s) may include children placed in long-term foster care, and essential live-in care for elderly, disabled or handicap persons. However, the Tenant is obligated to obtain the prior written approval of the Landlord prior to moving such individual into the Unit.

C. Vehicles. The Tenant shall be entitled to parking for no more than «Vcount» vehicles; provided that the vehicles are registered with the Landlord. The Landlord reserves the right to assign parking spaces to the Tenant and/or restrict the type of vehicles permitted at the Community. The Tenant's initial vehicle is listed below:

VEHICLE MAKE	MODEL	YEAR	LICENSE #
«Vehicle»	«Vehiclemodel»	«Vehicleyear»	«Vehiclelicense»
«Vehicle2»	«V2model»	«V2year»	«V2license»

## 2. LEASE TERM

The term of the Lease shall be for one (1) year and it shall begin on the First day of «termmonth», «termyear» and shall terminate at midnight on the «enddate» day of «endmonth», «endyear», provided, however, that so long as the Tenant is not in default hereunder and in the absence of a notice by the Tenant to terminate, as provided for in Paragraph 15, the Lease will automatically be renewed for the successive terms of one (1) year each upon payment by the Tenant of the Rent, as defined herein on the first month following the yearly anniversary hereof.

## 3. RENT

A. Monthly Rent. Tenant agrees to pay monthly rent in the amount of \$«rent» ("Rent"). Tenant's first month's Rent is due at the time of execution of this Lease. All

payments of Rent shall be made by check, money order, wire transfer or the Vendor Payment Program set forth in Section 3(c). CASH WILL NOT BE ACCEPTED.

RENT SHALL BE PAID IN ADVANCE, WITHOUT DEMAND, DEDUCTION OR SETOFF ON THE FIRST (1st) DAY OF EACH MONTH DIRECTLY TO THE LANDLORD.

If Tenant's obligation to pay Rent commences on a day other than the first day of a calendar month, Tenant shall pay to Landlord a pro rata portion of the monthly installment of Rent, such pro rata portion to be calculated based on the number of days remaining in such partial month.

B. Administrative Fee. If the Landlord does not receive the Rent by the tenth (10th) day of the month a \$25.00 administrative fee ("Administrative Fee") shall be charged for each month that the rent is due and not paid by the tenth (10th) day of that month (if the tenth (10th) day falls on a weekend or holiday, the Administrative Fee will be assessed on the next business day). Payment of such Administrative Fee shall not cure a default and Landlord shall have all of the rights set forth in Section 17 upon such default in the payment of Rent.

Tenant shall not be in default of the Rent payment obligation if, following the first Administrative Fee assessed against the Tenant, the Tenant enters into a Rent repayment agreement (which will include the \$25.00 Administrative Fee) with the Landlord, and remains current under its terms. The resident shall be eligible for the aforementioned repayment arrangement once during any twelve (12) month period without being deemed to be in default under the Lease.

C. Welfare Payment. The Landlord encourages all tenants who receive income from the Department of Public Assistance to participate in the "Vendor Payment Program"; thus, allowing the monthly rental payments to be automatically deducted from the tenant's public assistance check and paid over to the Landlord. Tenants who elect to participate in the Vendor Payment Program will not be charged a late fee for any months in which the Landlord receives a vendor payment due to the residents' continued participation in the "Vendor Payment Program."

Please note, however, there may be a one (1) or two (2) month delay between the date that you sign up for vendor deductions and the date that your Rent is actually taken out of your check. During this delay period you will receive a full assistance check(s); therefore, you will be required to take or pay to the Landlord until the automatic deduction is instituted by the Department of Public Assistance.

TENANT INITIALS \_\_\_\_\_

#### 4. SECURITY DEPOSIT

A. Deposit. To secure the Tenant's faithful performance of all material terms of this Lease, the Tenant shall deposit with the Landlord at the time of execution of the Lease, a security deposit ("Deposit") in the amount of \$100.00. (Tenants who have paid a lesser amount to the Landlord under a previous Lease are considered to have fully met this obligation).

B. Use of Deposit. This Deposit may be used to cover any unpaid rent owed to the Landlord at the time of Lease termination, or to reimburse the Landlord for the cost of repairing any damages to the Unit caused by the willful conduct or negligence of the Tenant, the Tenant's family or guests or that is otherwise attributable to the Tenant. The Deposit may not be used to cover unpaid Rent or other charges while the Tenant continues to occupy the Unit.

C. Return of Deposit. At the time of termination of this Lease, Landlord shall return the balance of the Deposit to the Tenant within thirty (30) days of the Unit becoming vacant provided that the Tenant provides the Landlord with a forwarding address in writing. The Landlord will also send the former resident a written statement of any costs for damages and/or other such charges for which said Deposit was utilized, in accordance with Pennsylvania law, as long as the Tenant has provided, in writing, the Landlord with a forwarding address.

#### 5. UTILITIES

A. Landlord Supplied Utilities. The Landlord shall supply, at Landlord's cost, those utilities as indicated by an [x]:  
[X ] electricity, [X ] gas, [X ] water and sewer, [X ] heat, [X ] refuse collection.

Tenant will pay for all other utilities, related deposits and charges on Tenant's utility bills.

In the event that the Landlord deems Tenant's utility usage excessive in the Landlord's sole and absolute discretion, the Tenant will be required to reimburse the Landlord any monies above that use which is deemed reasonable in the Landlord's sole and absolute discretion.

B. Non-Landlord Supplied Utilities. In communities having individual utility company-read meters, residents will be responsible for contacting the appropriate utility companies for utility connection and for paying his/her utility bill directly to the utility company. In such communities, the Landlord will provide a utility allowance for those utilities that the Landlord is required to supply to the Tenant, as set forth above, based on size and type of apartment occupied. The approved allowances will be a credit each month for each utility metered and subtracted from the Rent. The utility

allowance may be changed from time to time by the Landlord and such changes will become part of this Lease, and the Tenant will receive a copy of the revised allowance schedule.

C. Use. Utilities shall be used for normal household purposes only.

D. Interruption of Service. This Lease shall not be affected and there shall be no diminution or abatement of Rent or other payments and no constructive eviction shall be claimed or allowed because of interruption or curtailment of any services or utilities in or to the Unit from causes beyond the Landlord's control.

## 6. MAINTENANCE AND REPAIRS

A. Request for Maintenance and Repairs. The Tenant must request maintenance or repairs by telephone to the Maintenance Department of Landlord. During business hours, emergency repairs may be requested by telephoning the Landlord or its designee at (610) 439-1185. During non-business hours, emergency repairs may be requested by telephoning the Landlord or its designee at (610) 439-8678. In the event that the emergency services number changes, the Tenant should contact the Landlord during regular business hours at (610) 439-8678 for the correct telephone number.

B. Landlord/Tenant Responsibilities. At Tenant's request, the Landlord shall provide normal maintenance and repair of the Unit. The Tenant shall be responsible for and shall pay, upon demand therefore, reasonable charges for the repair of damage beyond normal wear and tear, which is negligently or intentionally caused by the Tenant, Household Member(s) of the Tenant or guests of the Tenant. Repair charges shall be established by the Landlord in a Schedule of Tenant Charges. The Schedule of Tenant Charges is the list that shows the costs of specific repairs, and is available at the Landlord's offices. All such charges shall be deemed to be Rent.

C. Casualty. Charges will also be assessed to the Tenant to pay for damages caused by fire, smoke, and other related charges that are a result of negligence on the part of the Tenant, Household Member(s) of the Tenant or guests of the Tenant as determined by the Fire Department or Landlord. Such water used to extinguish fire and other related charges shall be calculated in the amount of the replacement cost, actual cost or the deductible amount on the Landlord's fire insurance, if any, whichever is less. Such charges must be paid within sixty (60) days from the date in which the charges are incurred by the Landlord. The Tenant may be given the option of entering into a reasonable payment agreement for said charges. Failure to pay such charges by the due date or in accordance with the such payment agreement shall be considered a breach and grounds for termination of this Lease. All such charges shall be deemed to be Rent.

The Tenant will do nothing and permit nothing to be done on the Unit which will contravene any fire or other insurance policy covering the same.

TENANT'S INITIALS \_\_\_\_\_

## 7. REDETERMINATION OF ELIGIBILITY, RENT OR DWELLING SIZE

A. Annual Re-certifications. At the time of the Tenant's annual review, the Landlord will send the Tenant a Personal Declaration and an Application for Continued Occupancy or similar form ("Declaration"). The Tenant is required to return the completed Declaration to the Landlord. The Tenant shall, together with its Submission of the Declaration elect to either pay the flat rent for the Tenant's Unit ("Flat Rent") or income based rent. If the Tenant elects income based rent, the Landlord shall verify each household's income in order to determine the appropriate Rent. In accordance with these procedures, the Landlord may require the Tenant to furnish certain verifications; provided however, that verifications pertaining to public assistance and employment may be obtained directly by Landlord.

The Tenant is required to provide complete and accurate information necessary for the Landlord to determine eligibility, whether the Rent shall be the same, and appropriateness of dwelling size in accordance with the Landlord policies governing admissions and continued occupancy.

(1) The new Rent charged as a result of the annual re-examination of Rent will take effect on the Tenant's annual re-examination date.

(2) The Tenant is obligated to return the completed Declaration within the applicable time period.

B. Income Exemption. The Tenant will be entitled to a \$200.00 monthly income increase exemption. More specifically, the Tenant will not be assessed a back charge for earned income in the event that his/her income increase does not exceed \$200.00 per month or \$2,400.00 yearly.

**FAILURE TO RETURN THE COMPLETED DECLARATION WITHIN THE APPLICABLE TIME PERIOD WILL RESULT IN THE TENANT'S FORFEITURE OF THE \$2,400.00 YEARLY EXEMPTION FOR RENT DETERMINATION PURPOSES!**

C. Interim Rent Determination. The Tenant is obligated to report any changes in income or family composition within five (5) business days of such change, but not later than the 25th day of the month prior to the month that the Rent is expected to change in order to effectuate the proper adjustments to his/her monthly Rent amount. A failure to timely report a change in income is a material breach of this Lease.

(1) Increase in Income. Tenants are required to report all income increases. In the event that the Tenant's income increases by less than \$200.00 monthly, the new Rent will not take effect until the annual re-examination date.] In the event that the Tenant's income increases in excess of \$200.00 per month,

the new Rent charged will take effect on the first day of the second month after the income is reported, unless the Tenant is newly employed, employed during participation in an economic self-sufficiency or job training program, or employed within six (6) months after receiving assistance benefits or services equaling at least \$500 from a state program for Temporary Assistance to Needy Families (TANF), in which case the rent increase will not take place until the first (1st) day of the twelfth (12th) month following increase in income. Only newly employed Tenants who were previously unemployed for one or more years are eligible for a twelve-month grace period. Each adult family member can be eligible for the twelve (12) month grace period. (The twelve (12) month grace period will affect the adult with the income increase. The household's rent will still be adjusted if another family member's grace period expires.)

(2) Decrease in Income. In the event of a decrease in income the Tenant must provide all documentation concerning the decrease to the Landlord by the 25th day in the month in which the decrease occurred. If the information is submitted on time, the new Rent will become effective the first (1st) day of the month following the Tenant's reporting. If the information is submitted late, the Tenant may be assessed a late fee after the fifth (5th) day of the month, and the Rent will not change until the first (1st) day of the month following the Tenant's reporting. No retroactive adjustments will be made if a Tenant fails to submit information on time.

FAILURE TO REPORT ALL INCREASES IN INCOME WITHIN FIVE (5) DAYS OF SUCH INCREASE MAY RESULT IN RETROACTIVE RENT BEING CHARGED TO THE TENANT'S ACCOUNT AND THE ENTIRE BALANCE BEING DUE IMMEDIATELY!

Rent may also be increased in the event that said increases are required by changes in U.S. Department of Housing and Urban Development ("HUD") regulations.

TENANT'S INITIALS \_\_\_\_\_

## 8. COMMUNITY SERVICE REQUIREMENT

A. Tenant and each adult member of Tenant's Household as set forth in Section 1.B.(1) shall:

- (1) Contribute eight (8) hours per month of community service (not political activity) within the community in which that adult resides; or
- (2) Participate in eight (8) hours in an economic self-sufficiency program, (defined as any program designed to encourage, assist, train, or facilitate, the economic independence of participants and their families or to provide work for

participants including programs for job training, employment counseling, work placement, basic skills training, education, workforce, financial or household management apprenticeship).

TENANT'S INITIALS \_\_\_\_\_

B. The foregoing requirement shall not apply to a resident who:

- (1) is 62 years of age or older;
- (2) is a blind or disabled individual, as defined under section 216(I)(1) or section 1614 of the Social Security Act (42 U.S.C. §416(i)(1); 1382c), and who is unable to comply with this section, or is a primary caretaker of such individual;
- (3) is engaged in a work activity (as such term is defined in section 407(D) of the Social Security Act (42 U.S.C. §607(d), as in effect on and after July 1, 1997);
- (4) meets the requirements for being exempted from having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. §601 et seq.) or under any other welfare program of the Commonwealth of Pennsylvania, including a State-administered welfare-to-work program; or
- (5) is in a family receiving assistance under a State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. §601 et seq.) or under any other welfare program of the Commonwealth of Pennsylvania, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in compliance with such program.

TENANT'S INITIALS \_\_\_\_\_

C. If the Landlord determines at the annual review, which shall take place at least thirty (30) days prior to the expiration of the Lease, that Tenant has not complied with Paragraph 8(A) of this Lease, the Landlord shall:

- (1) notify Tenant of noncompliance;
- (2) notify Tenant that Tenant may file a grievance regarding the determination of noncompliance; and
- (3) notify Tenant that unless Tenant enters into an agreement with the Landlord prior to expiration of the Lease term, which agreement shall provide that the Tenant cure any noncompliance with Section 8(A) by participating in an economic self-efficiency program or contributing to community service as many

additional hours as the resident needs to comply in aggregate over a twelve (12) month term of the Lease; then the Tenant's lease shall not be renewed.

D. IF TENANT FAILS TO COMPLY WITH REQUIREMENTS OF SECTION 8(A) AND FAILS TO ENTER INTO AN AGREEMENT AS SET FORTH IN SECTION 8(C)(3) WITH THE LANDLORD PRIOR TO EXPIRATION OF THE LEASE, THEN THE LEASE SHALL NOT BE RENEWED AND THE TENANT SHALL BE EVICTED.

TENANT'S INITIALS \_\_\_\_\_

## 9. TENANT OBLIGATIONS

In addition to the other obligations under this Lease, Tenant agrees that failure to comply with the following provisions shall be a material breach of the Lease:

A. Use. To use the Unit solely as a private dwelling for the Tenant and Household Member(s) of the Tenant as named in this Lease and not to use or permit the use of the Unit for any other purpose.

TENANT'S INITIALS \_\_\_\_\_

B. Assignment/Subletting. Tenant shall not sublease or assign this Lease.

TENANT'S INITIALS \_\_\_\_\_

C. Boarders/Lodgers. Tenant shall not provide accommodations for boarders and/or lodgers.

TENANT'S INITIALS \_\_\_\_\_

D. Overnight Guests. Tenant may reasonably provide accommodations to his/her guests or visitors for a period not to exceed fourteen (14) days per calendar year; provided that the Tenant must complete a visitor form at the Management Office prior to allowing any overnight guests. A guest is someone who is present in the Unit with the consent of the Tenant or another Household Member. Permission to permit a guest to remain in the Unit in excess of fourteen (14) days in any calendar year shall not be unreasonably withheld by the Landlord. Requests to allow a guest to remain in the Unit beyond thirty (30) days shall be referred to the Landlord for special consideration (i.e. Long term foster care or medical care of a non-resident member of the Tenant's family). This limitation does not apply to any live-in aide for the Tenant or a Household Member(s) of the Tenant.

TENANT'S INITIALS \_\_\_\_\_

E. Rules and Regulations. To abide by such necessary and reasonable rules and/or regulations promulgated by the Landlord for the benefit and well being of the housing community and its tenants. Any such rules and/or regulations shall be posted in each community by the Landlord, and shall be incorporated herein by reference.

TENANT'S INITIALS \_\_\_\_\_

F. Compliance with Laws. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Unit.

TENANT'S INITIALS \_\_\_\_\_

G. Maintenance. To maintain the Unit, which includes stairwells and hallways, common areas as assigned, and the appliances assigned to the Tenant for the Tenant's exclusive use in a decent, safe, clean and sanitary condition. To cooperate with the Landlord in maintaining yards assigned to the Tenant in a neat and orderly manner. To pick up and remove trash and to dispose of garbage, rubbish and other waste in a sanitary and safe manner. The Tenant is also required to remove ice and snow from the area immediately in front of the dwelling units. In Scattered Site units, this will be the responsibility of all tenants residing in the building. If the Tenant is unable to perform the above tasks due to age or disability, as recognized by the Landlord in writing, the Tenant shall be exempt from this provision.

TENANT'S INITIALS \_\_\_\_\_

H. Prohibited Activities. Tenant shall not engage in and shall prevent any Household Member or guest under the Tenant's control from engaging in any of the following:

(1) Any drug related criminal activity, including but not limited to, the presence of an illegal controlled substance on or off the Premises. The physical presence of the controlled substance rather than actual ownership of the drugs shall constitute a material breach of this Lease and amount to grounds for immediate Lease termination in compliance with Pennsylvania law.

(2) Any illegal use (or pattern of illegal use) of a controlled substance, or any abuse (or pattern of abuse) of alcohol or any criminal activity of any kind that threatens the health, safety or right to peaceful enjoyment of the Landlord's property by other tenants or employees of the Landlord;

In addition, conviction of the following crimes that occur on or off the Landlord's property shall be cause for Lease termination:

(i) a capital offense; (ii) a first degree felony involving actual or potential harm to a person; or (iii) possession, manufacture or delivery of a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802. For purposes of this Section, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance is defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802.

TENANT'S INITIALS \_\_\_\_\_

I. Deadly Weapons. Any Household Member(s) of Tenant or Guest of Tenant that do any of the following on the Landlord's property:

(1) Utilize or attempt to utilize a potentially deadly weapon in connection with a threat of bodily harm without legal justification;

TENANT'S INITIALS \_\_\_\_\_

(2) Shoot, fire, explode, throw or otherwise discharge a potentially deadly weapon;

TENANT'S INITIALS \_\_\_\_\_

(3) Inflict any injury upon another person through the intentional, reckless or negligent use of a deadly weapon without legal justification;

TENANT'S INITIALS \_\_\_\_\_

(4) Damage any of the Landlord's property through the reckless, careless or negligent use of a deadly weapon;

TENANT'S INITIALS \_\_\_\_\_

J. Quiet Enjoyment. To behave and cause Household Members and guests to act in such a manner which will not disturb other tenant's peaceful enjoyment of their accommodations or community facilities; to refrain from illegal or other activities which

would impair the physical or social environment of the community or Scattered Site (such specifically prohibited activity shall include, but is not limited to, selling alcoholic beverages from the unit or illegal gambling on the Landlord's property); and to act in such a way as to positively contribute to maintaining the development of the community or Scattered Site in a decent, safe and sanitary condition.

TENANT'S INITIALS \_\_\_\_\_

K. Misuse of Utilities. To use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities including elevators in a reasonable manner, and for its intended purpose.

TENANT'S INITIALS \_\_\_\_\_

L. Damage to Unit. To refrain from and to prevent Household Member(s) under the Tenant's control from destroying, defacing, damaging and/or removing any part of the Unit, community buildings, facilities or property located in common areas.

TENANT'S INITIALS \_\_\_\_\_

M. Alterations. To obtain the prior written consent of the Landlord to make repairs, alterations, or install equipment in the Unit or common areas. Tenant shall make no alterations or remove heat/smoke detectors from the location where installed.

TENANT'S INITIALS \_\_\_\_\_

N. Request for Maintenance. To notify the Landlord immediately of the need for repairs to the Unit and of any unsafe conditions on the Unit or grounds which might lead to injury or damage.

TENANT'S INITIALS \_\_\_\_\_

O. Pets. To comply with the Landlord's Pet Policy. This policy prohibits the ownership and/or presence of any animals on or near the Unit, except as may be set forth on the Pet Rider attached hereto. Dogs utilized by the blind are not covered by this policy, but are required to be listed on the Tenant's Lease. Any violation of this provision shall constitute ground for Lease termination and costs shall be imposed on residents for removal of the Tenant's pet. Visiting pets are not permitted to enter Unit for any reason.

TENANT'S INITIALS \_\_\_\_\_

P. Vehicle Registration. Tenant agrees to register all vehicles owned and operated by the Tenant, Household Member(s) of the Tenant and Guests of the Tenant with the Landlord. Tenant shall register any new vehicle with Landlord immediately upon its entry upon the Premises. In addition, the Tenant is not to keep or maintain any inoperable vehicle, or a vehicle without a valid and current driver's license, license plate or inspection sticker, in the development parking areas. The Landlord, in conjunction with the local municipality will arrange for the removal of all illegally parked vehicles in accordance with state and local statutes.

TENANT'S INITIALS \_\_\_\_\_

Q. Locks. Not to change any locks on the Landlord's property.

TENANT'S INITIALS \_\_\_\_\_

R. Landlord Entry. The Tenant must allow the Landlord to enter the Unit for all inspection, maintenance, repair and pest control purposes.

TENANT'S INITIALS \_\_\_\_\_

S. Transfer. When a change in family composition justifies the need for transfer under Landlord's occupancy standards, the Tenant agrees to transfer to an appropriately sized dwelling unit which meets the applicable habitability standards. The Landlord will make a good faith effort to transfer the Tenant within the same development or scattered site neighborhood. The Tenant shall be given thirty (30) days' advance written notice of the availability of a suitably sized unit prior to being required to move. The Tenant's response to the transfer offer must be received within five (5) days of receipt and must state the Tenant's willingness to move to an appropriately sized unit within thirty (30) days. Tenants who reject a transfer to an appropriately sized unit must state specific good cause reason(s). In the event that the reason is sufficient to establish good cause to reject the unit the Tenant will still be required to move to another appropriately sized unit after one is assigned. Failure to respond to an offer within five (5) days will be considered a rejection and grounds for Lease termination. All costs associated with the move will be the responsibility of the Tenant; however, the Landlord may provide movers for elderly and handicapped residents who are required to move as a result of being overhoused/underhoused.

The Tenant further agrees to accept a new Lease for a dwelling unit of the appropriate size. Failure to accept an appropriately sized unit without demonstrating good cause for rejection within five (5) days of receipt of the offer shall constitute a material breach of this Agreement and grounds for termination of this Lease.

TENANT'S INITIALS \_\_\_\_\_

Nothing in the provisions of the Lease is intended to deny the Tenant's the benefits of State or Local ordinances.

## 10. LANDLORD OBLIGATIONS

In addition to the other obligations under this Lease, the Landlord agrees to perform the following:

- A. Maintenance. Maintain the Unit, building facilities, common areas and grounds, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, safe and sanitary condition.
- B. Repairs. Make needed repairs promptly by responding in the following manner. Within twenty-four (24) hours of receiving an emergency repair request, abate the emergency, and no later than thirty (30) business days for regular repair request.
- (1) Provide inspection of the Unit by the Landlord or qualified maintenance staff.
  - (2) Complete and process all necessary work orders required to initiate the correction of the condition in a timely manner. The Landlord shall complete the remaining repairs and all non-emergency repairs in an adequate, competent and professional manner, as soon as practicable following the inspection date. If the work cannot be completed within that time frame, the Landlord shall immediately issue a repair schedule providing for the completion of the work in a prompt and reasonable time period with a copy given to the Tenant. Tenant may request a grievance hearing to challenge the reasonableness of the repair schedule or if the repairs are not completed within the time scheduled for them.
  - (3) Adequately complete repairs needed to make safe any hazardous or emergency conditions related to the repair request.
- C. Compliance with Laws. Comply with requirements of applicable building codes, housing codes and HUD regulations.
- D. Garbage. Provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual Tenant) for the deposit of garbage, rubbish and other waste removed from the Unit by the Tenant.
- E. Maintain Utilities. Maintain in good and safe working condition electrical, plumbing, sanitary, heating, ventilating, appliances, elevators and other facilities that are supplied or required to be supplied by the Landlord.

F. Pre-occupancy Inspection. The Landlord and the Tenant will inspect the Unit prior to occupancy by the Tenant. The Landlord will give the Tenant a copy of the inspection form showing the condition of the Unit, interior and exterior, as applicable, and any equipment provided with the Unit. The inspection form shall be signed by the Landlord and Tenant and a copy of the form shall be given to Tenant and retained in the Tenant's folder. Any deficiencies noted on the inspection form will be corrected by the Landlord before the Tenant moves in, and at no charge to the Tenant.

G. Post-occupancy Inspection. The Landlord will inspect the Unit at the time Tenant vacates the Unit and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. The Tenant and/or the Tenant's representative and/or Resident Council President may join in such inspection, unless the Tenant vacates without notice to the Landlord.

H. Rules and Regulations. Post in the Landlord's office copies of all rules, regulations, transfer list, schedules of charges, and other documents which are made a part of this Lease (by attachment or by reference), and to make these available to Tenants.

I. Enforcement. Enforce the terms of this Lease Agreement fairly, impartially and in good faith.

J. Notification. Notify Tenant of the specific grounds for any proposed adverse action including but not limited to proposed Lease termination, transfer of Tenant to a different unit, the imposition of charges for maintenance repair, or excess consumption of utilities.

## **11. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY**

A. Tenant's Notice. When conditions are created on the Unit which create a danger to the life, health and/or safety of the residents, the Tenant shall immediately notify the Landlord of the condition. The Landlord shall be responsible for repair of the Unit, as stated in Section 6(B). If the damage was caused by Tenant, Household Member(s) of Tenant or Guests of Tenant under his/her control, the reasonable cost of repair shall be charged to the Tenant.

B. Relocation. If repair cannot be made within a reasonable time, the Landlord shall provide standard alternative accommodations, to the extent that such accommodations are available.

## **12. ENTRY OF UNIT DURING LEASE TERM**

A. Inspections/Maintenance. The Landlord shall have to right to enter the Unit upon providing at least (48) hours' written notice delivered to Unit stating the purpose of the entry, between the hours of 7:00 a.m. and 6:00 p.m. to perform routine inspections

and maintenance, or to make improvements or repairs for pest control purposes, or to determine if the Tenant still occupies the Unit when reasonable doubt exists. However, the Landlord may enter the Unit at any time without advance notice when there is reasonable cause to believe that an emergency exists or Tenant has violated the terms of this Lease.

If Tenant or another adult Household Members is not available at time of entry, the Landlord shall leave a written statement as to the date, time and purpose of such entry.

TENANT'S INITIALS \_\_\_\_\_

B. Failure to Permit Entry. Failure to allow the Landlord or its independent contractors entry into the Unit for any of the reasons indicated in paragraph 11(A) shall be a material breach of the Lease.

TENANT'S INITIALS \_\_\_\_\_

### **13. DEFAULT BY LANDLORD**

The Landlord shall be in default under this Lease if the Landlord materially failed to perform its obligations under this Lease. If the Landlord is in default, Tenant may file a grievance, terminate this Lease by giving notice as described in Section 17(A), or exercise any other rights permitted by state law.

### **14. GRIEVANCE**

Subject to HUD rules and regulations, and any provisions contained in this Lease, the Tenant may be entitled to a grievance hearing to resolve any disputes concerning the obligations of Tenant or the Landlord under the terms of this Lease or any action or inaction by the Landlord. Tenants are not eligible for a grievance hearing when their eviction is for drug-related or violent criminal activity. The grievance will be heard in accordance with the Grievance Procedures established by the Landlord from time to time. A copy of the current Grievance Procedure is available at the Landlord's Office. Tenant is required to comply with the hearing officer's decision.

The Tenant must escrow or pay into an account the monthly Rent due after the Landlord's alleged action or inaction prior to being scheduled for a grievance hearing. The Tenant must pay into an escrow maintained by the Landlord the monthly Rent due after the Landlord's alleged action or inaction prior to being scheduled for a grievance hearing.

TENANT'S INITIALS \_\_\_\_\_

## 15. DEFAULT BY TENANT

Tenant shall be in default and Landlord may terminate this Lease and evict the Tenant pursuant to Section 17(B) if:

- (1) Tenant fails to pay Rent or utilities or other monetary charges due to the Landlord by the due date;
- (2) Tenant, Household Member(s) of Tenant or guest(s) of Tenant neglects or fails to perform any of the promises, terms, provisions or conditions contained in this Lease, especially as it relates to the Tenant's Obligations contained in Section 9 of this Lease. Which shall constitute a material breach.
- (3) Tenant abandons the Unit.

TENANT'S INITIALS \_\_\_\_\_

## 16. NOTICES

Any notice required by this Lease shall be given in accordance with Pennsylvania and/or law.

## 17. TERMINATION OF LEASE AND SURRENDER OF UNIT

A. Tenant's Termination. The Tenant may terminate this Lease by giving fifteen (15) days' written notice, and by returning the keys to the Landlord. the Tenant's account will not be considered officially terminated by action of the Tenant unless the Tenant submits to the Landlord both written notice and keys to the Unit. In the event that the Tenant fails to give such required notice, the Landlord will charge the Tenant thirty (30) days' Rent from the date the Landlord discovers that the Unit has been vacated.

The Tenant is required to surrender the Unit in the same condition that the Unit were in when the Tenant took possession, reasonable wear and tear excepted.

TENANT'S INITIALS \_\_\_\_\_

B. Landlord Termination. The Landlord shall provide prior written notice of Lease termination to Tenant including grounds for termination and shall inform Tenant of Tenant's right to reply, to examine the Landlord's documents directly relevant to the termination. If the Landlord has a grievance procedure, Tenant may request a grievance in accordance with any such current Tenant Grievance Procedure. Unless changed by HUD or changes in State law occur, upon which the Landlord will follow

the new law, prior to the commencement of an eviction action the following notice shall be given:

1. 15 days for failure to pay rent;
2. 30 days in all other cases.

## 18. EVICTION

A. Tenant is obligated to pay Rent in full and any additional legal charges incurred by the Landlord, even if Tenant has been served with a lease termination notice.

TENANT'S INITIALS \_\_\_\_\_

B. If the Tenant files a timely grievance, eviction proceedings may not be continued through the magistrate level until a hearing officer renders a decision concerning the grievance following the administrative hearing.

TENANT'S INITIALS \_\_\_\_\_

C. The Tenant shall be liable for all court costs, and other fees actually expended in a legal action for enforcement of this Lease Agreement unless the Tenant prevails.

TENANT'S INITIALS \_\_\_\_\_

## 19. ENTIRE AGREEMENT

A. Entire Agreement. This Lease and all policies, rules and schedules which have been incorporated by reference, constitute the entire agreement between the Landlord and Tenant. Any amendment, change or addition shall be made only in writing and signed by both parties except for Redetermination of Eligibility, Rent or Dwelling Size.

B. Modifications. This Lease and all policies, rules and/or schedules referred to in this Lease may be modified provided the Landlord gives at least thirty (30) days' written notice to Tenant explaining the modification and giving Tenant the opportunity to comment. Written comments will be considered by the Landlord prior to the proposed modification becoming effective. A copy of the proposed modification shall be personally delivered or mailed to each Tenant or posted in at least three (3) conspicuous places within each building in which the affected dwelling units are located. A copy will also be posted in a conspicuous place at the Landlord's office or similar central business location within the community.

**20. INVALIDITY OF PROVISION**

If any provision of this Lease is found invalid, the remaining provisions of the Lease shall remain valid and enforceable.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused these presents to be duly executed on the day and year first above written.

**LANDLORD**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**TENANT**

By: \_\_\_\_\_

Name: «Tenant\_HOH»

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

**TENANT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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