

**DELAWARE COUNTY HOUSING AUTHORITY**

**DELAWARE COUNTY HOUSING DEVELOPMENT CORPORATION  
RESIDENTIAL DWELLING LEASE FOR  
HOUSING CHOICE VOUCHER  
TENANT BASED / PROJECT BASED**

No. PA 2 3 00000 1

THIS LEASE is made on the \_\_\_\_\_ day of \_\_\_\_\_ by and between the:

- ☐ **Upland Terrace Housing Partnership, L.P.**
- ☐ **Delaware County Housing Development [Managed by DCHA]**
- ☐ **Delaware County Fairgrounds [Managed by DCHA]**
- ☐ **Fairgrounds Housing Partnership II, L.P. [Managed by DCHA]**
- ☐ **Fairgrounds Housing Partnership III, L.P. [Managed by DCHA]**
- ☐ **Fairgrounds Housing Partnership IV, L.P. [Managed by DCHA]**
- ☐ **Kinder Park Housing Partnership I, L.P. [Managed by DCHA]**
- ☐ **Kinder Park Housing Partnership II, L.P. [Managed by DCHA]**
- ☐ **Kinder Park Housing Partnership III, L.P. [Managed by DCHA]**
- ☐ **Low Income Housing Income Tax Credit Unit**

(hereinafter referred to as "OWNER") and \_\_\_\_\_  
(hereinafter referred to as "Tenant"). OWNER is entering into this Lease in reliance upon the representation made to it by Tenant as to Tenant's household composition and the employment and income levels of Tenant and all members of Tenant's household, and in consideration of the rentals herein reserved.

OWNER hereby leases to Tenant and Tenant hereby leases from OWNER, upon all terms and conditions set forth herein, for the sole use and occupancy of Tenant and members of Tenant's household named herein, the premises known and described as follows (hereinafter referred to as "Premises"):

T  
Code D.U  
No.: \_\_\_\_\_

No. of Bedrooms: \_\_\_\_\_

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

Development: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Members of Tenant's Household having Right of Occupancy:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**TERMS AND CONDITIONS**

1. **TERMS OF LEASE:** Renewal Provisions: The Lease and Tenant's right of occupancy hereunder, shall commence as of: \_\_\_\_\_ and shall continue for the term of one (1) year thereafter. It is understood, however, that in the absence of a notice to terminate pursuant to Sections 9, 11 or 12 herein, this Lease will automatically be renewed for the successive term of one (1) year upon payment each month by the tenant of the rent specified in Section 2 below. Payment of rent will be in the amount and manner specified in Section 2 herein or in such amount and manner as may be required by any adjustment that may henceforth be made by a written rider to this Lease in accordance with the provisions of Section 3 herein.

**2. PAYMENTS DUE UNDER THE LEASE:**

- A. The TENANT agrees to pay \_\_\_\_\_  
for the partial month ending on: \_\_\_\_\_  
After that, TENANT agrees to pay a rent  
of: \$ \_\_\_\_\_

This amount is due on the 1ST day of the month at the:

Delaware County Housing Authority (DCHA)  
1847 Constitution Avenue  
Woodlyn, PA 19094

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

- 1 The total rent shall be \$ a month.
2. Of the total rent, \$ be payable by or at the direction of the Department of Housing and Urban Development (HUD) as housing assistance payments on behalf of the Lessee and \$ shall be payable by the Lessee's family income, family composition or extent of exceptional medical or other unusual expenses, in accordance with HUD established schedules and criteria; or by reason of adjustment by HUD or the PHA, if appropriate, or any applicable Allowance for Utilities and other services. Any such change shall be effective as of the date in a notification to the Lessee.
  - a) When the rent is delinquent (after the 5<sup>th</sup> day of the month), legal action will be initiated in accordance with Section 12 of this Lease. It is the position of OWNER that once a Landlord and Tenant Complaint is filed for the failure to pay rent, the only way to avoid eviction will be payment in full of all rent in arrears, plus costs, together with attorney's fees where Owner is the prevailing party. The failure to pay rent and make other payments due under the terms of this Lease is considered serious violations of the lease.
  - b) It is understood and agreed by the Tenant that during the term of this Lease a **\$25.00 administrative processing fee shall be applied to Tenant's account if the rent is not paid by the close of the 5th day of the month.** This administrative processing fee is applicable to each month's rent separately, and is collectable by OWNER on the same basis as rent payments under the terms of this Lease. It is further understood and agreed by the Tenant that the foregoing administrative processing fees shall also apply to each term of this Lease subsequent to the initial one (1) year term.
  - c) The Tenant agrees and understands that a service charge of \$25.00 will be assessed in the event there is a bank refusal on any check for amounts due under this Lease. It is further understood and agreed by Tenant that if there are three (3) bank refusals on any check for amounts due under the Lease in a twelve (12) month period, OWNER will only accept payment made in the form of cash, money order or certified check for one year afterward. This charge is collectable by OWNER on the same basis as rent payments under the terms of this Lease.
  - d) The Tenant agrees and understands that there will be a charge of \$65.00 for a lock out.

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

- e) Tenant hereby grants Delaware County Housing Authority authorization to obtain energy and water from their utility companies for all tenant paid utility.
- f) Remaining family members 18 year of age or older will be responsible for arrearages incurred by the former head or spouse.
- g) OWNER agrees to furnish the following utilities as indicated. Tenant agrees to pay the following utilities as indicated:  
Owner = **O**, Tenant = **T**.

**CHECK APPROPRIATE UTILITY COMBINATION:**

Heat:	<u>T</u>
Hot and Cold Running Water:	<u>T</u>
Gas for Cooking:	<u>  </u>
Electric for Cooking:	<u>T</u>
Electric for Lighting and General Household Appliances:	<u>T</u>

No charge shall be imposed for the providing of the foregoing utilities. OWNER shall not be responsible for failure to furnish utilities by reason of any cause beyond its control. All utility service not expressly listed herein as being furnished by OWNER shall be furnished by and at the expense of the Tenant. Failure to pay the above specified utilities will constitute a lease violation. Allowance for Tenant purchased utilities and charges for consumption of excess utilities will be determined in accordance with HUD regulations and requirements and a posted schedule of charges in OWNER's Management Office. OWNER Management Office is located at:

1855 Constitution Avenue  
Woodlyn, Pennsylvania, 19094

- B. OWNER shall furnish the following appliances as indicated by a check:

<u>  X  </u> Stove	<u>  </u> Dishwasher
<u>  X  </u> Refrigerator	<u>  </u> Washer
<u>  </u> Dryer	

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

- C. A schedule of charges to Tenants for maintenance and repair beyond normal wear and tear shall be posted in OWNER's Management Office. All charges not listed on the Schedule of Maintenance Charges will be based on the actual cost to OWNER for the labor and materials needed to complete the job. Tenant shall be notified in writing of the charges on their monthly rent statement~~two weeks prior to the due date~~. Charges shall be due and payable the first day of the month following the ~~two week~~ notification sent to the Tenant. A charge ranging from \$51.00 to \$150.00 is payable as follows: One half of the total charges are due and payable upon receipt of the first billing of the charge. The remaining half of the charge is due and payable upon receipt of the second billing of the charge. If a Resident incurs a Maintenance Charge above \$150.00, a repayment plan and a signed agreement to repay must be negotiated by the Resident and Management at the time the charge is added to the rental account. Management reserves the right in all cases to take legal action to collect Maintenance Charges.
- D. Effective April 1, 2004, all newly admitted residents will be required to pay a security deposit equal to their Total Tenant Payment (TTP). Residents admitted prior to April 1, 2004, security deposit will remain at or below the previous \$99.00 charge.

Tenant agrees to pay to OWNER a security deposit equal to the Total Tenant Payment (TTP).

A security deposit in the amount of: \$ \_\_\_\_\_  
which shall be payable upon the signing of this Lease by Owner and Tenant. OWNER shall comply with State Law concerning use of security deposit funds, their placement in interest bearing bank accounts, accountability to Tenant for interest earned thereon, and all other obligations.

**3. RE-DETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:**

- A. Tenant agrees to report any and all changes in family composition or income to OWNER, and to furnish accurate information and certification to OWNER annually at a time to be set by OWNER as to family income, employment and family composition. Failure to report such changes could result in a termination of this Lease. The information and certification shall be for the use of OWNER in determining whether the rent should be changed, whether the dwelling size is still appropriate for the Tenant's needs, and whether Tenant is still eligible to occupy Low Income Tax Credit Housing. Tenant hereby authorizes OWNER to verify all sources of income.

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

- B. Our rental is based upon the existing costs of water and sewer taxes, water rates, electric rates, gas rates, the price of oil or other fuel used trash rates. In the event there is an increase in the price in any of these elements, then the amount of your rent could increase to reflect these added charges. There will be an increase in rent payment when a Voucher Lease Recipient household's income has increased over the maximum allowable level. The rent could change after HUD publishes the Annual Fair Market Rents.
- C. In the event the Tenant has a tenant-based voucher or lives in a project-based voucher unit and the rent is re-determined pursuant to this section, OWNER shall mail or deliver a "Lease Renewal Addendum" to the Tenant in accordance with Section 11 hereof. In the case of a rent decrease, the adjustment shall become effective the first day of the month following change in circumstances, provided, the Tenant has timely reported such change. In the case of a rent increase, the adjustment will become effective the first day of the second month following the change, except that such increase may be retroactive where there is a finding of misrepresentation, in accordance with subsection B herein.
- D. If OWNER determines that the size of the Premises is no longer appropriate to the Tenant's needs, and if OWNER has a unit of the appropriate size available for the Tenant, OWNER may offer such unit to the Tenant. OWNER will also transfer tenants who request a reasonable accommodation in support of a documented disability in accordance with the Tenant Selection Plan. If the Tenant accepts the appropriate size unit, the Tenant shall enter into a new lease with OWNER, and OWNER will terminate this Lease effective as of the date of occupancy under the new lease. OWNER will allow the Tenant five days in which to move into the new unit. However, if the Tenant declines the offered unit, OWNER may, at its option, terminate this Lease in accordance with the provisions of Section 12 herein; provided that no lease shall be terminated while such termination is the subject of a pending grievance nor thereafter except in accordance with OWNER's Grievance Procedures.
  - 1) If OWNER re-determines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based upon family composition, OWNER shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of OWNER's determination and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under OWNER Grievance Procedure.

**4. OCCUPANCY:**

- A. The tenant and members of Tenant's household having the right of occupancy as designated on page ~~21~~ hereof shall have the exclusive right to use and occupancy of the Premises.



**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

B. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on DCHA premises that would be a lease violation.

- 1) Visits of less than five (5) days need not be reported to or approved by the Manager.
- 2) Visits of more than five (5) and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager.
- 3) Visits of more than 14 calendar days shall be authorized by the Property Manager with advance documentation of extenuating circumstances.
- 4) Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

**5. FRAUD:**

The Tenant certifies that they or other members of the household have not committed any fraud in connection with any federal housing assistance program, unless any such fraud was fully disclosed to OWNER before execution of the Lease, or before OWNER's approval for occupancy of the Premises.

**6. OBLIGATIONS OF OWNER:**

OWNER shall have the following obligations under this Lease:

- A. To maintain the Premises and the public housing development in which the Premises is located in a 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 repairs to the Premises.
- D. To keep 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 OWNER.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the Premises by the Tenant in accordance with Paragraph 7G.

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

- G. To supply running 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 local Post Office where there is an eviction for criminal activity, including drug-related criminal activity, as defined in subsection 13.B. that the evicted individual or family is no longer residing in the dwelling unit.
- I. To provide a disabled person with reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the Premises equal to a non-handicapped person.
- J. To notify the Tenant of specific grounds for any proposed adverse action by OWNER and, if applicable, to afford the Tenant the opportunity for a hearing and the right to request a hearing under OWNER's Grievance Procedure for a grievance concerning a proposed adverse action.

OWNER will not take the proposed adverse action until such time to request an informal or formal hearing has expired. Adverse action includes a proposed lease termination, transfer of a tenant to another unit, imposition of charges for maintenance and repair or for excess consumption of utilities.

OWNER agrees that no tenant in low income housing will be evicted or have their tenancy terminated other than for good cause.

**7. OBLIGATIONS OF TENANT:**

The Tenant shall have the following obligations under this Lease:

- A. Not to assign the Lease or to sublease the Premises.
- B. Not to provide accommodation for boarders or lodgers.
- C. To use the Premises solely as a private dwelling for Tenant and members of Tenant's household having the right of occupancy, as identified on page 1 of this Lease, and not to use or permit use of the Premises for any other purpose.



**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

- D. To abide by necessary and reasonable regulations promulgated by OWNER for the benefit and well-being of the public housing development of which the Premises is a part and the tenants residing in the public housing development. These regulations shall be posted in OWNER's Management Office, are incorporated by reference in this Lease.
- E. To comply with all obligations imposed upon tenants within the public housing development of which the Premises is a part by applicable provisions of building and housing codes materially affecting health and safety. Blocking emergency exits is a lease violation.
- F. Residents, members of resident's household and guests must refrain from removing, tampering with, and/or disabling any smoke detector(s) or life safety device located in the premises.
- G. To keep the Premises and such other areas as may be assign to Tenant, for Tenant's exclusive use, in a clean and safe condition in accordance with the following set of housekeeping standards, pertaining to the Premises. Citations will be issued to residents for any violations of Section F.1 of the lease and in some appropriate cases, as hereinafter set forth, a fine will be charged. Violations that will result in a fine are **Excessive Litter and Bulk Trash (sofas, appliances, etc)**. The Citation can also be viewed as an attachment to the Tenant Selection Plan.

**Four (4) Citations within six (6) months will be deemed reason for lease termination.**

Failure to comply with the housekeeping standards that result in the creation or maintenance of a threat to the health or safety or tenants could result in eviction. Three consecutive housekeeping failures will result in the resident's lease being terminated. OWNER reserves the right to photograph the interior and/or exterior of a unit where it is deemed necessary.

**Exterior:**

- OWNER shall exempt Tenants who are unable to perform such tasks due to age or disability.
- 1) OUTSIDE
    - a. Tents or gazebos are allowed on weekends and holidays; however, they must be removed and stored before 8:00 a.m. the next business day.
    - b. Garbage shall be neatly stored in water tight receptacles.
    - c. Sidewalks shall be kept free of snow/ice in winter.
    - d. Storage area shall be kept clean, neat and free from hazards.

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

- e. No storage is permitted in heater rooms.
- f. Swimming pools are not permitted.
- g. No storage or clutter permitted on porches and/or balconies.
- h. No roof antennas or satellite dishes permitted without management's approval. Any installation of such apparatus must be installed in accordance with OWNER's Satellite Installation Policy.

**Interior:**

**2) LIVING ROOM**

- a. Walls shall be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- b. Ceilings shall be clean and free of cobwebs.
- c. Floors shall be clean, clear, dry, and free from hazards.
- d. Rugs (if used) shall be vacuumed.
- e. Windows shall be clean and not nailed shut. Shades or blinds should be intact.
- f. Windows shall not be cracked or broken.
- g. The living room shall be free of insects and rodents.
- h. The living room shall be free of bad odors.
- i. No wallpaper or borders are allowed.

**3) DINING ROOM**

- a. Same as Living Room - a. through i.

**4) KITCHEN**

- a. Same as Living Room-a. through i.
- b. Stove exterior and interior shall be clean and free of food and grease.
- c. Dishwasher exterior and interior shall be clean and free of food and grease.
- d. Refrigerator exterior and interior shall be clean.
- e. Countertops shall be clean.
- f. Cabinets shall be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food.
- g. Sink shall be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.

**5) BATHROOM**

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

- a. Same as Living Room - a. through i.
  - b. Sink shall be clean.
  - c. Bath tub and shower shall be clean free of excessive mildew and mold.
  - d. Toilet shall be clean and odor free.
  - e. Medicine cabinet shall be clean and neat.
  - f. Exhaust fans should be free of dust.
- 6) LAUNDRY ROOM
  - a. Washers and dryers shall be kept clean and free of debris.
- 6) BEDROOM(S)
  - a. Same as Living Room - a. through i.
- H. To dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner in accordance with all State and local regulations.
- I. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators.
- J. To refrain from, and to cause members of Tenant's household and Tenant's guests to refrain from destroying, defacing, damaging, or removing any part of the Premises or the housing development of which the Premises is a part. Tenant shall make no permanent alterations to the interior or exterior of the building.
- K. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Premises, community buildings, facilities, or common areas caused by Tenant, members of Tenant's household, or Tenant's guests, or other individuals. To pay charges for damages to the community buildings, facilities, or common areas caused by Tenant's household or Tenant's guest in accordance with the schedule of charges as posted in OWNER's Management Office, which schedule is incorporated herein by reference thereto.
- L. To conduct himself or herself, and cause other persons who are on the Premises with Tenant's consent to conduct themselves in a manner which will not disturb the Tenant's neighbors peaceful enjoyment of their accommodations and will be conducive to maintaining the public housing development in a decent, safe and sanitary condition.
- 1) Not to engage in criminal activity, drug abuse or alcohol abuse that threatens the health, safety or peaceful enjoyment of OWNER's Housing Developments by other residents or employees of OWNER.

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

- 2) Not to engage in drug related criminal activity on or off the premises or on or off OWNER's Housing Developments.
  - 3) To assure that tenant's guests, any member of tenant's household or other person under tenant's control do not engage in criminal activity, drug abuse or alcohol abuse that threatens the health, safety or peaceful enjoyment of OWNER's Public Housing Developments by other residents or employees of OWNER.
  - 4) To assure that tenant's guests, any member of tenant's household or other person under tenant's control do not engage in drug related criminal activity on or off the premises or on or off OWNER's Housing Developments.
- M. To permit OWNER, pursuant to the provisions of Section 10, entrance to the Premises for the purpose of performing periodic inspections, routine maintenance, making improvements or repairs, or to show the Premises for re-leasing.
- N. To promptly notify OWNER of a known need for any repairs to the Premises, particularly of conditions hazardous to life, health or safety of occupants.
- O. To give OWNER notice in writing when the Premises are to be vacant for fourteen [14] days or more. Such notice is for OWNER's benefit and shall not render OWNER responsible for any personal property of any nature or description left in or on the Premises during tenant's absence.
- P. To maintain the yard in the front, rear, and side of the Premises and to remove snow and ice from all sidewalks leading from tenant's unit.
- 1) Tenants residing in scattered site units will also be required to remove snow and ice from the common sidewalks in the front, rear and/or side of their units.
- Q. Not to keep pets that may either damage Tenant's Premises or interfere with the rights of other tenant's peace and quiet and physical security. All pets must be kept by Tenant in accordance with OWNER'S Pet Policy. Tenant agrees to pay a deposit in the amount of Three-hundred (\$300.00) dollars, refundable to tenant in accordance with the Pet Policy. All new admissions who signed a lease for a family unit on or after July 1, 1998, will be permitted to have one pet reside in their unit, the provisions of which are incorporated herein by reference thereto. Copies of the Pet Policy are available in OWNER'S Management Office.

Disabled residents requesting a reasonable accommodation who require the use of a support animal will not be required to pay a pet deposit.

- R. Not to store on OWNER'S Property any vehicle without valid registration and

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

inspection stickers. All inoperable or unlicensed vehicles as described in this section will be removed from OWNER'S property at Tenant's expense. Automobile repairs are not permitted on OWNER'S property.

**8. SMOKE-FREE POLICY**

- A. The DCHA desires to mitigate (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of property insurance for a non-smoke-free building. This policy is in effect on 8/01/2018.

**B. Definitions:**

1. **"Smoke" or "Smoking"** means inhaling or exhaling smoke, aerosol, or vapor from any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product. "Smoke" or "Smoking" also includes burning or possessing any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product intended for inhalation.
2. **"Electronic delivery device"** means any product that can be used to deliver aerosolized or vaporized nicotine, lobelia, or any other substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, or vape pen.

- C. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant, members of Tenant's household, and any guests under control of the Tenant will not smoke anywhere in or on the:

- Unit rented by Tenant, including any associated balconies, decks, or patios;
- Common areas of the property, including, but not limited to, lobbies, hallways, stairwells, elevators, laundry rooms, community rooms, community bathrooms, or offices; or
- Grounds of the property, including, but not limited to, entryways, playgrounds, or sitting areas within 25 feet of said areas.

- D. Tenant will inform Tenant's guests of the smoke-free policy. Tenant will also promptly give DCHA written statement of any incident where Tenant observes smoking not allowed by this policy or believes smoke is migrating into the Tenant's unit from

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

sources outside of the Tenant's unit.

- E. DCHA will post no-smoking signs at entrances and exits, common areas, and in conspicuous places adjoining the grounds of the property. DCHA will also take reasonable steps to promptly remedy known and reported violations of the smoke-free policy. DCHA is not required to take steps in response to smoking DCHA unless knows of the violation.
- F. Tenant acknowledges that breach of this Lease will render Tenant liable to Landlord for the costs to repair Tenant's unit due to damage from smoke odors or residue. A Breach of this Lease gives each party all the rights contained herein, as well as the rights in the Lease.
- G. The DCHA's adoption of this Smoke-Free Policy, and the efforts to enforce this Policy do not in any way change the standard of care that the DCHA has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. DCHA specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. DCHA cannot and does not warranty or promise that the Property will be free from secondhand smoke. Residents with respiratory ailments, allergies or other condition relating to smoke are put on notice that DCHA does not assume any higher duty of care to enforce this Policy than any other DCHA obligation under the Lease.

**9. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY:**

In the event that the Premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the following steps must be taken:

- A. Tenant shall immediately notify OWNER of the damage.
- B. OWNER shall be responsible for repair of the unit within a reasonable time; however, if the damage was caused by Tenant, a member of Tenant's household or Tenant's guest, the reasonable cost of the repairs shall be charged to the Tenant.
- C. OWNER may offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. OWNER is not obligated to offer a tenant a replacement unit if the hazardous conditions were caused by the tenant, household member, or guest.



**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

- D. The tenant is required to accept any replacement unit offered by OWNER. If OWNER offers a replacement unit due to its determination that the current unit is unable to be occupied because of the danger it poses to the life, health, and safety of the tenant and the tenant refuses OWNER's offer, the refusal will result in a lease termination.
- E. In the event repairs are not made in accordance with Subsection B of this section, or alternative accommodations are not provided in accordance with Subsection C of this section, rent shall be abated in proportion to the seriousness of the damage and loss in value of the Premises as a dwelling, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by Tenant, a member of Tenant's household or Tenant's guests.

**10. PREOCCUPANCY AND TERMINATION INSPECTIONS:**

- A. **Generally, Tenant is required to submit a written thirty (30) day Notice of Intent to Terminate/Vacate to the Property Manager. The notice must be submitted prior to the end of the month. See Section 11 for Notice Procedures.**
- B. OWNER and Tenant or Tenant's representative shall inspect the Premises prior to commencement of occupancy by Tenant. OWNER shall furnish the Tenant with a written statement of the condition of the Premises and the equipment provided with the Premises. Tenant will not be responsible for any damages noted on this inspection. The statement shall be signed by OWNER and the Tenant, and a copy shall be retained by OWNER in the Tenant's file.
- C. At the time the Tenant vacates, OWNER shall inspect the unit and shall furnish the Tenant with a statement of any charges to be made in accordance with Section 7J. OWNER shall notify Tenant of the inspection, and Tenant and/or Tenant's representative may join in such inspection unless Tenant vacates the Premises without prior notice to OWNER.

**11. ENTRY OF PREMISES DURING TENANCY:**

- A. OWNER shall, upon reasonable advance notification to the Tenant, be permitted to enter the Premises between the hours of 8:30 a.m. and 4:30 p.m. for the purpose of performing routine inspections and maintenance, making improvements or repairs, or to show the Premises for re-leasing. A written statement specifying the purpose of OWNER's entry, delivered to the Premises at least two days prior to entry, shall be considered reasonable advance notification.
- B. OWNER may enter the Premises at any time without advance notification when there



**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

is reasonable cause to believe that an emergency exists.

- C. In the event that the Tenant and all adult members of the Tenant's household are absent from the Premises at the time of entry, OWNER shall leave in the Premises a written statement specifying the date, time, and purpose of entry prior to leaving the Premises.

**12. NOTICE PROCEDURES:**

- A. Except as provided in Section 10, notice to Tenant shall be in writing and delivered to Tenant or to an adult member of Tenant's household residing in the Premises, or sent by prepaid first class mail, addressed to the Tenant at the Premises, or by posting the Premises.
- B. Notice to OWNER shall be in writing, delivered to OWNER's Management Office or sent by prepaid first class mail, properly addressed to OWNER's Management Office. As provided in Section 1 hereof, Tenant is required to sign a twelve (12) month lease for the initial term ("Initial Term"). Accordingly, Tenant is required to remain a tenant in the Premises for the duration of the initial term. However, if for any reason other than death, a Tenant should desire to terminate this Lease during the Initial Term, the Tenant shall send or deliver a thirty (30) day written notice of termination to Landlord in accordance with Section 10.A. to the Property Manager. At the time Tenant sends or delivers the written notice of termination of the Initial Term, Tenant shall also send to Landlord a check for the rent for the remainder of the Initial Term. If the rent for the remainder of the Initial Term does not accompany the written notice of termination, then the written notice of termination shall be null and void, of no legal effect and this Lease shall continue in full force and effect for the remainder of the Initial Term.

If Tenant desires to terminate this Lease during the second or a subsequent year of this Lease, Tenant shall send or deliver a thirty (30) day written notice of termination in accordance with Section 10.A. of this Lease to the Property Manager. The thirty (30) day written notice shall be accompanied by a check for the balance of the rent due through the month following the month in which the thirty (30) day written notice is sent or delivered to the Property Manager. An adjustment in the rent will be made at move-out for the balance. For example: if a Tenant states that he/she will be vacating the Premises on the 15<sup>th</sup> of the month, and provides a thirty (30) day written notice by the 15<sup>th</sup> of the previous month, the Tenant will be required to pay the full month's rent for the month in which the Tenant vacates; however, the Tenant will receive a credit at move-out for the days remaining in the month following Tenant's vacating of the Premises provided Tenant removes all of his/her personal property and leaves the Premises broom clean and free of debris.

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

In the case of death, a family representative should contact the Property Manager immediately following the death of the Tenant to discuss arrangements for the removal of all of Tenant's personal property from the Premises.

- C. Notice given in accordance with this section shall be deemed to satisfy any notice provision contained in any statute or rule of court.

**13. GROUNDS AND PROCEDURES FOR TERMINATION OF LEASE AND EVICTION:**

- A. OWNER shall, upon the giving of appropriate notice, terminate or refuse to renew this Lease for serious or repeated violations of material terms of the Lease, including but not limited to Tenant's failure to make payments due under the Lease. Owner may terminate this agreement at any time in accordance with, state and local law for TENANT'S failure/refusal to vacate the premises due to modernization, Tenant's failure to fulfill any other Tenant obligations set forth herein or such other obligations as Tenant may agree to from time to time, being over the income limit or other good cause. Other good cause includes, but is not limited to, after admission discovery after admission of facts that made the Tenant ineligible or discovery of material false statements or fraud by the Tenant in connection with an application for assistance or with re-examination of income.

The following types of criminal activity shall also be cause for non-renewal or termination of this Lease following the giving of appropriate notice:

- 1) Any criminal activity or alcohol abuse by the Tenant, any member of the Tenant's household, a guest of Tenant or any person under Tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or the OWNER's employees;
- 2) Any criminal activity on the premises that resulted in a felony conviction of the Tenant or of any member of Tenant's household or any drug-related criminal activity on the premises that resulted in the conviction of the Tenant or any member of Tenant's household.
- 3) Any violent or drug-related criminal activity engaged in on or off the premises by a Tenant, member of the Tenant's household or guest, and any such activity engaged in on the premises by any other person under Tenant's control, or any household member illegally uses a drug or the OWNER determines that there is a pattern of illegal use of a drug which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

- 4) Any criminal activity by a Tenant, member of any Tenant's household or guest, and any such activity engaged in on the premises by any other person under the Tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, including OWNER's staff residing on the premises, or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.

- 5) If a Tenant 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 a high misdemeanor, or violating a condition of probation or parole imposed under Federal or State law.

OWNER shall, upon the giving of appropriate notice, terminate or refuse to renew this Lease if, either prior or subsequent to admission, the Tenant or any member of Tenant's household, is subject to the lifetime sex offender registration, or the Tenant or any member of Tenant's household has falsified information or otherwise failed to disclose his or her criminal history on the application and/or recertification/re-examination forms.

OWNER shall also have the right to not renew this Lease and terminate this Lease at the end of the term if a family member fails to comply with a service requirement, or to terminate this Lease at any time if the OWNER offers to the Tenant a lease revision to an existing lease that is on a form adopted by the OWNER, the Tenant receives written notice of the lease revision sixty (60) days prior to the lease revision taking effect and the Tenant fails to accept the revision within said sixty (60) day period.

The word "premises" for purposes of Section 12 shall mean the dwelling unit identified on page 1 hereof and the development in which the dwelling unit is located, including all common areas and grounds.

- B. OWNER shall give a thirty (30) days written notice of termination of this Lease, as follows:

- 1) ~~IFourteen (14) days~~ in the case of failure to pay rent.
- 2) ~~A reasonable time, taking into consideration the seriousness of the situation: (but such time shall not exceed thirty (30) days.)~~
- a. If the health or safety of other residents, Owner's employees, or persons residing in the immediate vicinity of the premises is threatened.

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

- b. If any member of the household has engaged in any drug related criminal activity or violent criminal activity.
- c. If any member of the household has been convicted of a felony.

23) ~~ThirtyFifteen (30+5)~~ days in all other cases, ~~except that if state or local law allows a shorter notice period. The shorter notice period shall apply.-~~

- C. The notice of termination to Tenant shall state the reason for termination, inform Tenant of Tenant's right to make such reply as Tenant may wish, and of Tenant's right to examine OWNER's documents directly relevant to the termination or eviction. Tenant shall be allowed to copy any such document at Tenant's expense. The notice shall also inform Tenant of Tenant's right to request a hearing in accordance with OWNER's Grievance procedures, if applicable. If the Grievance Procedure is not applicable, the notice will so provide and further advise the Tenant of the judicial eviction procedure OWNER will use for eviction of the Tenant, the reason OWNER is using the judicial eviction procedure and whether the eviction is for criminal activity or drug related criminal activity.
- D. Tenant shall not be afforded an opportunity for a hearing under OWNER's Grievance Procedure concerning a Lease termination for criminal activity or drug-related criminal activity as provided in section 13.B hereof.
- E. When Tenant is afforded an opportunity for a hearing pursuant to OWNER's Grievance Procedure concerning a lease termination, this Lease shall not terminate until the time for the Tenant to request a grievance hearing has expired and, if a hearing was timely requested by the Tenant, the grievance process has been completed.
- F. Nothing herein shall be construed to preclude OWNER from exercising any other rights and remedies it may have at law or in equity.

**14. GRIEVANCE PROCEDURE:**

- A. Except as provided in Subsection B below, all disputes concerning the obligations of the Tenant or OWNER under this Lease shall be processed and resolved pursuant to OWNER's Grievance Procedure in effect at the time such grievance or appeal arises, which procedures shall be posted in OWNER's Management Office and are incorporated herein by reference thereto.

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

- B. Evictions or tenancy terminations which involve any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises or other residents or employees of OWNER, or any drug-related criminal activity on or off such premises shall not be subject to OWNER's Grievance Procedure.
  - 1) The term "drug-related criminal activity." means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802.
- C. When a dispute concerning the obligations of the Tenant or OWNER under this Lease is subject to the grievance procedure, OWNER will not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and if a hearing was timely requested by the tenant, the grievance process has been completed.

**15. WAIVER:**

By failure to exercise any available right or remedy as is provided herein, neither OWNER nor Tenant shall waive the right to do so at a later date for similar or other causes, unless otherwise expressly provided herein.

**16. MODIFICATIONS:**

Any modifications of this Lease shall be accomplished by a written rider to the Lease executed by OWNER and Tenant, except as follows:

- A. Rent redetermination which is to be accomplished by the procedures set forth in Section 3 hereof; and
- B. Special charges for services, repairs, utilities, the rules and regulations for which are incorporated in this Lease by reference thereto and which shall be publicly posted in a conspicuous manner in the OWNER's Management Office and furnished to Tenant on request. If such schedules, rules and regulations are modified, OWNER shall give at least a thirty (30) day written notice to each affected Tenant setting forth the proposed modification, the reasons therefore, and provide the Tenant an opportunity to present written comments which shall be considered by OWNER prior to the effective date of the proposed modification.

**DELAWARE COUNTY HOUSING AUTHORITY  
RESIDENTIAL DWELLING LEASE  
TENANT BASED – PROJECT BASED**

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Title:** Director of Housing Management **Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**TENANT:** \_\_\_\_\_ **Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**TENANT:** \_\_\_\_\_ **Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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