

RESIDENTIAL HOUSING LEASE
Entered between the **TENANT** and the
HOUSING AUTHORITY OF THE TOWN OF MORRISTOWN

Lease # _____

LANDLORD: Housing Authority of the Town of Morristown
31Early Street, Morristown, New Jersey 07960-3883

TENANT: _____

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

Apartment # _____

In the Building at _____

_____ No. of Bedrooms

The **Housing Authority of the Town of Morristown (the "Authority")**, a body corporate organized and existing under the laws of the State of New Jersey, enters into this Dwelling Lease for the above referenced residential 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.

1. HOUSEHOLD COMPOSITION:

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

Name of Household Member	Relationship to Tenant	Date of Birth and Age	Social Security Number
_____	<u>Head of Household</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. LEASE/TERM OF LEASE:

The Authority leases the premises described above to the Tenant for the following term (subject to earlier termination as provided in this Lease). This Lease shall be for a term of one calendar year beginning on _____ and is to be automatically renewable for successive periods of equal lengths unless properly terminated pursuant to the terms of this Lease and the applicable Federal and New Jersey State Laws. If the Tenant moves in after the first day of the calendar year, the term will be to the end of that year. The Lease may be terminated by the Authority AT ANY TIME in accordance with Section 12 of this Lease and Federal law (24 CFR 966.4(1)).

The Lease shall not be renewed if any member of the Tenant's household has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program in accordance with the Code of Federal Regulations, 24 CFR sec. 960.

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 Occupancy Policy.

(a) Rent:

If applicable, the initial rent (prorated for partial month) shall be \$_____ and shall be paid prior to the Tenant moving in. Otherwise, rent shall be in the monthly sum of \$_____ which shall be due and payable in advance on the first day of each month. This rent will remain in effect until adjusted in accordance with the provisions of this Lease.

Payments must be delivered to the Authority office located at 31 Early Street, Morristown, New Jersey 07960-3883. Payments made as rent will be applied to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed.

(b) Security Deposit:

Tenant agrees to pay a security deposit in the total amount of \$_____ which the Tenant may pay in full in advance or in three consecutive equal monthly installments commencing on the date that the first month's rent is 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 must 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 The Provident Bank, 830 Bergen Ave., Jersey City, N.J. 07306, 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 at any time exceed one month's rent. The deposit may be utilized by the Authority toward reimbursement for the cost of damages caused by the Tenant, members of the Tenant's household or guests, beyond ordinary wear and tear. 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 30 days of the termination of this Lease. An itemized list of deductions will be given to the Tenant at the same time.

(c) 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 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.

(d) Late Charges:

All Rent not received in full by the 10th of the month will be considered delinquent and will be assessed a late charge of \$30. This provision does not create a "grace period". Charges are due and payable as part of the rent, and payable on the date stated in the written notice in which the charge is made, but not sooner than 14 days after delivery of the notice. Rent shall remain due no later than the 1st of each month, and rent paid after the 1st will be considered late.

(e) Attorney, Court, and Eviction Costs:

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

Counsel fees may be considered as "additional rent" payable to the Authority for the purpose of summary dispossession actions.

In the event of an eviction, the Tenant gives the Authority permission to remove from the unit and then from the public way any personal property left in the unit, 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 unit, 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 (n) (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, costs, and other charges due to the Authority through date of eviction or the termination of the tenancy.

(f) Utilities:

The Authority will furnish without additional charge the following: heat, electricity, and gas, 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.

Tenants will be charged for excess utilities used by the Tenant, including utilities used by certain appliances and devices supplied by the Tenant. The Tenant must first seek the Authority's approval before installing or using major appliances supplied by the Tenant in the leased unit. 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.

(g) Bad Checks:

Tenant shall pay the Authority as additional rent the sum of \$20.00 for each check which is dishonored for any reason.

4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

Tenant must promptly inform the Authority of the birth, adoption, or court-awarded custody of a child. Any other additions to the household members named on the Lease, including other family members, Live-in Aides, and foster children, require the advance written approval of the Authority. Such approval will be granted only if the new household members pass 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 report to the Authority any changes in household composition whereby any of the persons identified in Section 1 of this Lease discontinue residing at the Leased premises. Tenant also 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 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: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income and adjusted income. Tenant also agrees to furnish accurate information to the Authority as to identity, income, and employment of any other persons residing upon Leased premises. This information shall be used by the Authority

in determining whether the rental 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 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.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for the size unit it is currently occupying.

- (a) Rentals 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:
 - i) A person with income joins the household or the household income otherwise increases.
 - ii) Tenant can verify a change in his/her circumstances (such as a decline in or loss of income that would justify a reduction in rent).
 - iii) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactively.
 - iv) 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 Paragraphs 12 (a) (7) and (8) of this Lease. 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" to the Tenant in accordance with Section 11 of this Lease.

In case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in writing within 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 the first of the next month following the change, or the notification of change in Federal law or regulation, unless such date is sooner than the 14th day after delivery of notice to Tenant concerning the change. In that event, the change shall take effect on the first day of the second month following the change (unless the rent increase is the result of a change in household composition or income which is not reported within 10 days, or results from a finding of a misrepresentation as provided above). The Tenant agrees to be bound by any change determined by the Authority to be necessary by application of this paragraph.

- (c) If the Authority in its sole discretion determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs, and a unit of the appropriate size is available, the Tenant shall be offered the other unit of appropriate size in accordance with Section 16 (i) of this Lease, and Tenant shall move within 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 (total tenant payment or tenant rent) payable by the Tenant, or determines that the Tenant must transfer to another 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.

5. OCCUPANCY:

The Tenant shall have the right to exclusive use and occupancy of the leased premises. Guests or visitors of the Tenant may be accommodated for no longer than a period of two weeks per visitor each year. "Guest" means a person in the leased unit with the consent of a household member. The Tenant must notify the Authority in writing of all overnight guests staying on the premises for more than two nights. The written notice must be given no later than the third day after 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 two weeks, the Tenant must notify the Authority in writing, stating the reasons for the extended visit, which must be 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.
- (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 Paragraph 7 (g).
- (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 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, or imposition of charges for maintenance and repair, or 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 the Code of Federal Regulations, 24 CFR 966.4(1) (3) shall constitute adequate notice of proposed adverse action. The notice requirements of 24 CFR 966.4 (1) (3) are incorporated into Paragraph 12 (d) through 12 (i) 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.

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. With the consent of the Authority by prior written approval, members of the household may engage in

Legal profit-making activities in the dwelling unit when the Authority determines that such activities are incidental to primary use of the leased unit for residence by members of the household. Use of the unit 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 Tenants by applicable provisions of New Jersey State law, 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 dwelling unit 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 dwelling unit 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 dwelling unit (a reasonable number of picture hangers accepted) 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.

(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.

(i) To refrain from, and to cause the household and guests to refrain from, destroying, defacing, damaging or removing any part of the premises or project.

(j) To act, and 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 member of the Tenant's household, any guest or any other person 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 unit. 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 unit.

(2) To assure that no member of the household engages 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.

(3) To assure that no member of the household furnishes false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

(l) The Tenant agrees to abide by all the provisions of the Authority Pet Policy, and to keep no pets or animals in or on the premises except as permitted by the Authority Pet Policy and other applicable laws and regulations. Provisions of this Lease pertaining to the Authority Pet Policy are further outlined in Section 16 (g) 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, Tenant's household or guests, or by Tenant's 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 needed repairs to the Leased premises, and to report known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the project. Tenant's failure to report the need for repairs in a timely manner may be considered to contribute to any damage that occurs.
- (p) To refrain from placing fixtures, signs or fences in or about the premises, or making changes or alterations to 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.
- (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 dwelling unit which exceeds 14 days, and to give such notification prior to the actual absence.
- (s) Not to display, use, or possess, or allow members of Tenant's household 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. The illegal use or illegal possession of firearms and/or other weapons shall be grounds for eviction.
- (t) To keep nothing in or on the premises which is flammable, dangerous or might increase the danger of fire or other casualty? To take precautions to prevent fires.
- (u) To leave the dwelling unit 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 on the termination of the Lease. Any property left by the Tenant in or about the premises for 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 (n) 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 members of Tenant's household 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 dwelling unit.
- (x) To refrain from erecting or hanging radio or television antennas 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 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 in the Tenant's household to perform at least 8 hours per month of qualifying community service (as specified by the Authority) unless the requirement is waived (See Community Service Certifications attached hereto and Section 18) due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

8. DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY:

(a) In the event the unit is 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 unit or premises to the project management.

(b) The Authority shall be responsible for repair of the unit within a reasonable time; provided, that if the damage was caused by the Tenant, Tenant's household 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 paragraph (b) of this section, or alternate accommodations are not provided in accordance with paragraph (c) of this section, 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 or the Tenant's household 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, the dwelling unit and the equipment provided with the unit. The statement shall be signed by the Authority and the Tenant, and a copy shall be retained by the Authority in the Tenant's folder.

(b) At the time the Tenant vacates the unit; the Authority shall inspect the unit and furnish the Tenant with a written statement of any charges to be made in accordance with paragraph 7(m). 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 advance reasonable notification to the Tenant, the Authority or its authorized employee, agent, contractor or representative, shall be permitted to enter the dwelling unit during the hours of 8:00 a.m. and 8:00 p.m. 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 management entry, delivered to the premises at least two days before such entry, shall be considered advance reasonable notification. Response to requests by Tenants for repairs and services will not require two days notice. When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit 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) If the Tenant is visually impaired, all notices must be in an accessible format, provided that the Authority has previous notice of the Tenant's visual impairment.

(d) 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, 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 member of the Tenant's household residing in the dwelling, or sent by prepaid first-class mail, properly addressed to the Tenant. If the Tenant is visually impaired, all notices must be in an accessible format, provided that the Authority has previous notice of the Tenant's visual impairment.

(b) Notice to the Authority shall be in writing, delivered to the Authority's office at **31 Early Street, Morristown, New Jersey 07960-3883**, 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 or other charges due under the Lease (including maintenance, repairs and security deposit money).
- (3) Repeated late payment of rent.
- (4) Serious or repeated interference with the rights of other tenants.
- (5) Serious or repeated damage to the dwelling unit or the Authority premises. Creation of physical hazards in the unit, common areas, common grounds or parking areas of any project site.
- (6) Unauthorized alteration, unauthorized repair, sale, destruction or other disposition of the leased premises or any part thereof.
- (7) Failure to report a change of income, employment, identity of household members, 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 family 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 family income, composition, assets, or eligibility for housing.
- (9) Violation of any rule or provision of the Authority Pet Policy. The Authority 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 above premises.
- (11) (a) (i) 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 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.

(ii) 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.

(iii) Any drug-related criminal activity as defined in Section 7 (k) of this Lease.

Except that:

(A) criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking;

(B) notwithstanding subparagraph (A) or any Federal, State, or local law to the contrary, the Authority may bifurcate a lease under Federal law (42 USC 1437d(1)(6)), or remove a household member from a lease under Federal law (42 USC 1437d(1)(6)), without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant and such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal , State, and local law for the termination of leases or assistance under the Federal public housing program ;

(C) nothing in subparagraph (A) may be construed to limit the ability of the Authority, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up;

(D) nothing in subparagraph (A) limits any otherwise available right of the Authority to evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the Authority does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate ;

(E) nothing in subparagraph (A) may be construed to limit the ability of the Authority to terminate the tenancy of any tenant if the public housing agency can

demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated; and

(F) nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking

The Authority may request that an individual certify via a HUD approved certification form that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the aforementioned paragraphs. Such certification shall include the name of the perpetrator. The individual shall provide such certification within 14 business days after the individual receives a request for such certification from the public housing agency.

If the individual does not provide the certification within 14 business days after the individual has received a request in writing for such certification from the Authority, nothing in this subsection, or in 42 USC 1437d (1) (5) or (6), may be construed to limit the right of the Authority to evict any tenant or lawful occupant that commits violations of a lease. The Authority may extend the 14-day deadline at its discretion.

(b) Alcohol abuse as defined in Section 7 (k) of this Lease.

(c) The furnishing of false or misleading information, by any household member, concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

(12) Serious or repeated violation of the Authority's Admissions and Occupancy Policy or of any of the Authority's rules or regulations applicable to the Tenant's dwelling unit or the public housing premises as posted and in effect from time to time.

(13) Weapons or illegal drugs seized in an Authority unit 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 dwelling unit. 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.

(b) 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) Being over the income limit for the program, as provided in 24 CFR 960.261.
- (2) Failure of a family member to comply with the Community Service Requirements as provided in this Lease (pursuant to part 960, subpart F, of Chapter IX (Title 24, Subtitle B) of the Code of Federal Regulations) shall serve as grounds for non-renewal and lease termination only at the end of the twelve month lease term.
- (3) 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 CFR 966.3; with written notice of the offer of the revision at least 60 calendar 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 family.
- (4) 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.
- (5) The Authority must immediately terminate 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.
- (6) The Authority may terminate the Lease and evict the Tenant 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.

- (c) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.
- (d) The Authority shall give written notice of termination of this Lease of:
 - (1) 14 days in the case of failure to pay rent.
 - (2) A reasonable time considering the seriousness of the situation (but not to exceed 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) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

- (i) 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.
- (j) The Authority may evict the Tenant from the unit only by bringing a court action.
- (k) 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 offending action, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the prohibited activity and on the family's neighbors, and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action. In appropriate cases, the Authority may impose a condition that family members who engaged in the prohibited activity will not reside in or visit the unit. The Authority may require a family member who has engaged in 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 unit.
- (l) The Authority may evict the Tenant by judicial action for criminal activity, in accordance with the Code of Federal Regulations (24 CFR 966.4(1)), if the Authority determines that the a 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.
- (m) Notice to Post Office: When the Authority evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit. This action will

Be taken so that the Post Office will terminate delivery of mail for such persons at the unit, and such persons will not return to the development for pickup of the mail.

(n) This Lease may be terminated by the Tenant at any time by giving 30 days advance written notice, to become effective at the end of a month, to the Authority in the manner specified in paragraph 11 (b).

(1) Tenant agrees to leave the dwelling in a clean and good condition, normal wear and tear excepted, and to return the keys to Management when Tenant vacates.

(2) Upon termination of tenancy and vacating of apartment, Tenant agrees to remove all personal property from the apartment. In the event Tenant fails to remove any personal property within 30 days of vacating said apartment or to make other arrangements with Management for its disposition, Tenant agrees that Management may dispose of such property as it sees fit without further responsibility or liability of Management to Tenant, provided Management has given 30 days' written notice to Tenant at Tenant's last known address.

(3) Tenant agrees to reimburse Management to the extent of any amounts expended by Management for moving and storage costs of Tenant's personal property.

13. GRIEVANCE PROCEDURE:

Other than eviction disputes referred to in section 12(h) (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 Grievance Procedure shall be posted in the Authority's office and incorporated into this Lease by reference.

14. WAIVER:

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.

15. MODIFICATIONS:

This Lease may be modified at any time by written agreement of the parties. 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, 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 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 paragraph headings contained in this Lease are set forth for convenience of reference only and do not affect the substance of the paragraphs 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 these Leased premises and/or other premises Leased by the Authority, and that such claims may be enforced as if arising under this Lease.

(e) Accommodation of the Handicapped.

A handicapped person shall for all purposes under this Lease be provided reasonable accommodation to the extent necessary to provide a handicapped person with an opportunity to use and occupy the unit in a manner equal to that of a non-handicapped person. This paragraph shall constitute notice, as required by 24 CFR 966.7 (b) that the Tenant may at any time during the term or any Lease renewal request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet Lease requirements or other requirements of tenancy.

If a Tenant makes a written request for special unit features in support of a documented disability or handicap, the Authority shall modify Tenant's existing unit to the extent feasible and in accordance with the applicable laws and regulations. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested if such a unit is available.

(f) 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 unit, 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:

- (1) Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available.
- (2) The Authority's obligation to make reasonable accommodation for handicapped persons.

"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 unit except to provide the necessary supportive services.

(g) 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 Pet Policy is incorporated into this Lease by reference. The Authority 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 or termination of the pet owner's tenancy (or both), in accordance with the provisions of 24 CFR part 5 (governing pet ownership in public housing for the elderly or handicapped), 24 CFR part 960, (governing pet ownership in public housing), and 24 CFR part 966 (governing lease and grievance procedures), New Jersey State Law, and local law.

(h) Window Guard Policy

The 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 Authority a written request that the window guards be installed. The Authority is also required, upon 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 window sill 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.

(i) Transfer of Tenant.

There shall be no transfers of families from one unit to another except in the following cases:

- (1) Increase or decrease in family size which creates either an overcrowding or the underutilization of a unit.
- (2) A family whose member becomes disabled or when a disabled member no longer resides in the unit. A Tenant without disabilities who is housed in a unit with special features for use by Tenants with disabilities must transfer to a unit without such features should a Tenant with disabilities need the unit.
- (3) The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

At no other time will a transfer be considered.

If the Tenant fails to accept the other unit, the Authority may terminate this Lease pursuant to the appropriate procedures described in this Lease.

If the Authority Management determines that the size of the dwelling unit 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 another available unit of appropriate size, subject to all applicable laws and regulations. If more than one suitable unit is appropriate, the Tenant will have a choice of sites operated, owned or leased by the Authority. The Tenant will have 30 days to move.

(j) Former Tenants.

Tenants will not be given permission to allow a former Tenant of the Authority to sleep overnight in an Authority unit 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. Such prohibited activity shall include, but shall not be limited to violations of the following lease provisions: Section 7(e), 7(f), 7(g), 7(h), 7(i), 7U), 7(k), 7(s), 7(t), 12(a)(4), 12(a)(5), 12(a)(6), 12(a)(12), 12(a)(13), 12(a)(14).

(k) Access to Unit.

If and when the Authority Management cannot gain access to Tenant's dwelling unit 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 dwelling unit.

(1) **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 unit.
- (9) Entire unit should be free of rodent or insect infestation.

Kitchen - -

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer 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 unit.
- (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 cars. Exterior wall should be free of graffiti.
- (2) Porches: should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (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.
- (7) Hallways: should be clean and free of hazards.
- (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 (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) 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 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) Family Obligations:
- (a) At Lease execution or re-examination after March 1, 2004, all adult members (18 or older) of a public housing resident family must provide documentation that they are exempt from Community Service requirements if they qualify for an exemption, and
 - (b) Must sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirements is a substantial breach of a material term of this Lease, which will result in non-renewal and/or termination of the Lease.
 - (c) At each annual re-examination, nonexempt family members must present a complete documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
 - (d) If a family member is found to be noncompliant at re-examination, he/she and the head of household will sign an agreement with the Authority 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, it is his/her responsibility to report this to the Authority and provide documentation of such.
 - (b) If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

(B) Authority Obligations

- (1) To the greatest extent possible and practicable, the Authority will:
- (a) Provide names and contacts at agencies that can provide opportunities for residents, including disabled residents, to fulfill their Community Service obligations. (According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service Requirement); and

- (b) Provide in-house opportunities for volunteer work or self-sufficiency programs.
- (2) The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at the initial application and Lease execution.
 - (3) The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
 - (4) Noncompliance Of Family 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 family members;
 - (b) If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the head of household to make up the deficient hours over the next twelve (12) month period;
 - (c) If, at the next annual re-examination, the family member still is not compliant, the Lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit. 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;
 - (d) The Family 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. 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.

21. REGISTRATION STATEMENT

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

22. 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.

23. 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.

24. LEAD WARNING STATEMENT

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

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 agreement.

25. COMPLETE DOCUMENT/RECEIPT FOR ATTACHMENTS

This Lease consists of a total of 34 pages and attachments consisting of _____ 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 TOWN OF
MORRISTOWN

Dated:

By: _____
Name, **Authorized Authority Representative**

TENANT(S)

Dated:

By: _____
Name, **Tenant**

Dated:

By: _____
Name, **Co-Tenant**

Dated:

By: _____
Name, **Co-Tenant**

WITNESS

Dated:

By: _____
Name, **Witness**

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 unit 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: _____
Name, 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:

- Rules and Regulations Authority
- Grievance Procedure
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards:
"Protect Your Family From Lead In Your Home"
- Window Guard Notification
- Registration Statement Truth
- In Renting Statement Pet
- Policy
- Community Service Certifications/Forms
- Schedules of Charges -Maintenance and Repair and Excess Utilities

Other: _____

HOUSING AUTHORITY OF THE TOWN OF MORRISTOWN

OFFICE ADDRESS:

31 Early Street
Morristown, New Jersey 07960-3883

Hours: 8:30AM-4:30PM

Telephone Number: (973) 538-6343

EMERGENCY MAINTENANCE TELEPHONE NUMBER (973) 714-7578

(Monday through Friday after 4:30 p.m., and weekends and holidays)

HOUSING AUTHORITY OF THE TOWN OF MORRISTOWN
31Early Street, Morristown, New Jersey 07960-3883

DATE:

To Tenants and Prospective Tenants
of the Housing Authority of the Town of Morristown

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 Town of Morristown ("Authority") , provide, install and maintain child-protection window guards in apartments and hallways of such dwellings, upon written request of Tenants with a child 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 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 Authority a written request that the window guards be installed. The Authority is also required, upon 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 window sill 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 10 years of age or younger living in the apartment, 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 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 10 years of age or younger living in the apartment, 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.

The above provisions set out in bold face type are intended to be included in all new Leases and Lease renewal agreements. As Tenant, you are entitled to comment on these new Lease provisions when these provisions are initially incorporated into the Lease as of 1997, provided you do so in writing within 30 days from receipt of this notice. Should you have additional questions concerning this notice, please contact management.

Sincerely,

Housing Authority of the
Town of Morristown