

**The Municipal Housing Authority  
For The City of Yonkers**  
1511 Central Park Avenue  
Yonkers, New York 10710

Client # \_\_\_\_\_  
Unit No. \_\_\_\_\_  
# of Bedrooms \_\_\_\_\_

**DWELLING LEASE**

The Municipal Housing Authority For The City of Yonkers (“MHACY”), whose mailing address is 1511 Central Park Avenue, Yonkers, New York 10710, represented by its Executive Director or his/her designee, leases to \_\_\_\_\_ (“the Resident” and/or “Head of Household”) the right to the exclusive use and occupancy of the dwelling unit located at \_\_\_\_\_ Yonkers, New York \_\_\_\_\_ (zip code) in reliance upon data provided by the Resident about income, family composition, and needs, and subject to the terms and conditions contained in this lease. [966.4(a) & 966.4(d)]

**1. IDENTIFICATION OF RESIDENT HOUSEHOLD**

A. The premises leased are a private residence to be occupied only for the exclusive use and occupancy of the Resident and the Resident’s household who are specifically identified below, and who are collectively referenced in this lease as “the Residents”. [966.4(d)(1)] All members of the household 18 years old or older shall execute this lease.

**RESIDENT’S HOUSEHOLD:**

<b>Name</b>	<b>Social Security Number</b>	<b>Sex</b>	<b>Relationship</b>	<b>Date of Birth</b>
<b>1.</b>				
<b>2.</b>				
<b>3.</b>				
<b>4.</b>				
<b>5.</b>				
<b>6.</b>				
<b>7.</b>				
<b>8.</b>				
<b>9.</b>				
<b>10.</b>				

B. The Residents shall promptly inform the MHACY of an addition to the family household due to the birth, adoption, or court-awarded custody of a child. [966.4(a)(1)(v)] Any additions to the household members named in the lease, including live-in aides and foster children, except children born or adopted during the term of the lease and/or children added pursuant to a custody award entered by a court of competent jurisdiction, require the advance written approval of the MHACY. Such approval will be granted only if the new family member(s) passes the MHACY’s screening criteria and a unit of appropriate size is available. Permission to add live-in aides and foster children shall not be unreasonably refused, and due consideration to an application to add a live-in aide and/or foster child shall be accorded Residents who require a reasonable accommodation due to a disability. [966.4(d)(3)(i)]

C. The Resident agrees to wait for the approval of the MHACY before allowing any additional person to move into the premises. Failure on the part of the Resident to comply with this provision is a serious violation of the material terms of the lease, for which the MHACY may terminate the lease. [966.4(f)(3)]

D. The Resident shall report deletions (for any reason) from the household members named on the lease to the MHACY in writing, within 10 days of the occurrence. [966.4(c)(1) & (2) & (f)(3)]

**2. INITIAL PERIOD OF LEASE & RENEWAL:**

The lease shall begin on \_\_\_\_\_ and end on \_\_\_\_\_. The lease shall be automatically renewed for a successive term of 12 months, unless terminated by the MHACY or the Resident pursuant to the terms of this lease, or pursuant to applicable federal or state regulation. [966.4(a)(1)].

**3. RENT AND ADDITIONAL CHARGES:**

A. The monthly rent is \$\_\_\_\_\_. This rent amount is subject to change, as approved by the MHACY Board and/or HUD. [996.4(b)(i)]

\_\_\_\_\_ In the unit subject to this lease, the MHACY \_\_\_\_\_ does \_\_\_\_\_ does not supply utilities. [966.4(a)(iv)].

The Resident's rent is due and payable at the MHACY Main Office, located at 1511 Central Park Avenue, Yonkers NY 10710 or at any other location designated by the MHACY for the collection of rent. The Resident has paid \$\_\_\_\_\_ towards the first month's rent.

B. Rent is DUE and PAYABLE on the 1st calendar day of each month and shall be considered delinquent after the 7th calendar day of the month or the 5th business day, whichever is first. In the event the Resident fails to pay the rent when due, a late fee in the amount of \$1.00 a day will be assessed, which fee shall not become due and collectible until two weeks after service of a demand for same has been served upon the Resident by the MHACY. [966.4(b)(4)]. Rent paid in a drop box after the close of business shall be deemed tendered on the day the rent was placed in the box.

C. The Resident shall pay rent to the MHACY by personal check, certified check, money order, or by electronic means acceptable to the MHACY. The MHACY will not accept cash.

D. The Resident's rent shall remain in effect unless adjusted by the MHACY in accordance with paragraph 9 of this lease. When the MHACY makes any change in the Resident's rent the MHACY shall give written notice to the Resident. The notice shall state the new amount, and the date from which the new amount is applicable. [966.4(b)(1)(ii)]. The notice shall also state that the Resident may ask for an explanation of how the amount was computed, and upon receipt of such a request, the MHACY shall respond in a reasonable time. Rent redeterminations are subject to the MHACY's Grievance Procedure, annexed hereto as Appendix A. [966.4(c)(4)].

**4. SECURITY DEPOSITS:**

The security deposit for this unit is \$\_\_\_\_\_. To date, the Resident has paid a security deposit of \$\_\_\_\_\_ toward that security deposit. The security deposit will be used at the lease termination to pay the cost of any rent or any other charges owed by the Resident to the MHACY, and/or to reimburse the MHACY for the cost of repairing any damages to the premises caused intentionally or through the negligence of the Residents and/or the Residents' guests. If such deductions are made, the MHACY will provide the Resident and/or the Resident's designee, with a written statement of any such charges for damages and/or other charges to be deducted from the security deposit, and the written statement will advise the Resident that the MHACY will meet to discuss the charges upon request. Payment of the security deposit balance will be made to the Resident within thirty (30) days after the Resident vacates the premises and notifies the MHACY of his/her new address. In the event of the Resident's death, the security deposit balance shall be returned to the person(s) identified by the Resident on their most recent Application for Continued Occupancy and/or Application for Public Housing as the individual to whom the monies should be delivered. The security deposit **shall not** be used to pay rent or other charges while the Resident occupies the dwelling unit.

**5. CHARGES FOR UTILITIES AND SPECIAL SERVICES:**

A. MHACY Supplied Utilities: In those units where the MHACY supplies the utilities, the MHACY will supply electricity, natural gas, heating fuel, water, and sewer service. The MHACY will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

The Resident agrees not to waste the utilities provided by the MHACY and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

B. MHACY Supplied Appliances: The MHACY will provide a cooking range and refrigerator in all units regardless of whether the MHACY supplies the utilities or the Resident contracts with a utility supplier. Electrical appliances, air conditioners, freezers, extra refrigerators, etc. may be installed and operated only with the prior written approval of the MHACY. The following monthly charges will be payable by the Resident for the utilities used in the operation of such appliances

<u>ITEM</u>	<u>MONTHLY CHARGE</u>
Freezer Unit/additional refrigerator	\$10.00
Dryer	\$10.00
Washing Machine	\$10.00
Dishwasher	\$10.00

**Air Conditioners: In regard to air conditioners the resident will be charged \$30.00 per air conditioner unit during the months of June, July, August, and September (\$120.00 annually per air conditioner), regardless of usage.**

All appliances supplied by MHACY that require replacement or repair for other than ordinary wear and tear shall be replaced or repaired at the expense of the resident.

C. Resident Supplied Utilities: In those units where the MHACY does not supply all of the utilities, the Resident shall be responsible for securing those utilities not supplied by the MHACY and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain UNINTERRUPTED service. Failure to maintain utility services during the tenancy constitutes a serious violation of the lease and grounds for eviction.

D. Resident Supplied Appliance where Utilities supplied by MHACY: The Resident shall be charged \$5.00 per month for a refrigerator owned and/or used by the Resident that is of greater cubic footage than customarily supplied by the MHACY.

E. Parking Charges: The Resident may be assigned a parking space by the MHACY if the Resident has a valid driver's license, insurance and current vehicle registration in the Resident's own name. Spaces are limited to one (1) per family and are assigned on a first-come, first-serve basis. The fee for said parking space is \$10.00 per month except if the owner of the registered vehicle is 62 years old or older, in which event the fee for the parking space is \$5.00 per month. If the Resident fails to pay his/her parking fee after the 7th calendar day of the month or the 5th business day, whichever is first, then the MHACY shall issue the Resident a demand that the parking fee be paid within five (5) days, and in the event the Resident fails to pay the parking fee within the five (5) day period, the MHACY shall revoke the Resident's parking permit and assign the space to another Resident. All notices sent to the Resident pursuant to this paragraph are subject to the MHACY's Grievance Procedure, annexed hereto as Appendix A.

F. Pet Charges: The MHACY has a pet policy the terms of which are attached hereto as Appendix B and incorporated by reference into this lease. If the pet is a dog or a cat, a refundable pet deposit must be paid by the Resident in accordance with the MHACY's pet policy

G. Repair Charges: The Residents shall pay reasonable charges for the repair of damages to the dwelling unit (other than for wear and tear) or to the project (including damages to project buildings, facilities or common areas) caused by the Residents or a guest of the Residents. [966.4(f)(10)]

## 6. CONDITION OF PREMISES:

The Resident and a MHACY representative shall inspect the dwelling unit prior to commencement of occupancy by the Resident. The MHACY will furnish the Resident with a written statement of the condition of the unit, and the equipment provided with the unit. The statement shall be signed by the MHACY representative and the Resident, and a copy of the statement shall be retained by the MHACY in the Resident's file. By signing the statement the Resident acknowledges that the premises, fixtures, equipment, and appliances are in good condition and in operable order on the date of the Resident's first occupancy. The Resident agrees to keep all fixtures, equipment and appliances as provided in working order and to make no alteration and commit no waste in the dwelling unit. At the time the Resident vacates the unit, the Resident and a MHACY representative shall again inspect the unit, unless the Resident has vacated the unit without notice to the MHACY and is unavailable to participate in the reinspection. After the reinspection, the MHACY shall furnish the tenant a statement of any repairs which are required to restore the unit to the same condition as when it was first occupied. All charges for the repairs shall be made in accordance with the MHACY's schedule of charges, a copy of which is posted at the MHACY's main office and incorporated into this lease by reference. No charges shall be assessed for those repairs associated with reasonable wear and tear of the dwelling unit. [966.4(i)]

## 7. RESPONSIBILITIES OF THE MHACY:

A. Maintenance: The MHACY will maintain the dwelling unit and the project building, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in clean, decent, safe and sanitary condition. [996.4(e)(1) & (e)(4)] Additionally, the MHACY will 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 MHACY. [966.4(e)(5)]

B. Code Compliance: The MHACY will comply with the requirements of applicable building codes, housing codes, and HUD regulations that materially affecting the Resident's health and safety. [996.4(e)(2)]

C. Repairs: The MHACY will make necessary repairs to the leased premises. [966.4(e)(3)] Where a Resident requests maintenance in the dwelling unit, the MHACY shall attempt to provide such maintenance at a time convenient to the Resident.

D. Garbage Collection: The MHACY will provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, recyclables and other waste removed from the premises by the Resident as required by this lease. [966.4(e)(6)]

E. Lead Base Paint Education: The MHACY will provide the Residents with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum is attached to this lease as Appendix C, the content of which is incorporated herein by reference.

G. Exterminations: The MHACY will provide extermination services in the premises on a regularly scheduled basis or as conditions may require.

H. Water & Heat: The MHACY will supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year, in accordance with state and local law, 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. [966.4(e)(7)]

## 8. RESPONSIBILITIES OF THE RESIDENT:

A. Code Compliance: The Residents shall abide by all regulations and building and housing codes of the federal, state and local governments and/or rules of the MHACY which have been promulgated for the benefit and well-being of the community and the Residents. All rules of the MHACY, including those in MHACY's Admissions and Continued Occupancy Policy ("ACOP") and those posted at the Residents' site office are incorporated by reference into this lease. [966.4(f)(4) & (5)]

B. Payments: The Residents shall pay all monies due under this lease, including but not limited to rent, security deposit, repair and/or maintenance charges, court costs, and/or fees for utilities and special services. Additionally, the Residents shall pay a charge of \$25.00 to compensate the MHACY in the event a check tendered to the MHACY by a Resident is returned by the bank for any reason. Maintenance and/or repair charges incurred for damage that exceeds normal wear and tear shall be assessed in accordance with the MHACY's schedule of charges, which is posted at the MHACY's main office and incorporated into this lease by reference. [966.4(b)(2)] Said charges shall become due and owing two weeks after the MHACY serves written notice upon the Residents of the charges assessed. [966.4(b)(4)]. The Residents' failure to pay such charges is a serious violation of this lease, for which the MHACY may terminate the lease.

C. Maintenance: The Residents shall maintain the dwelling unit and all other areas assigned to the Residents for the Residents' exclusive use in a clean and safe condition. [966.4(f)(6)] Upon the change of seasons, the Residents shall clean and/or otherwise maintain all outside areas assigned to the Residents' exclusive use, except if the Resident is unable to perform such tasks because of age or disability. [966.4(g)] Additionally the residents shall:

1. refrain from installing additional locks upon any doors or windows without the written consent of the MHACY.
2. hang pictures with nails or pushpins, and not tape. Before hanging a heavy object, such as a mirror, the Resident shall consult with the MHACY.
3. refrain from constructing swimming pools, fences, or any other miscellaneous structures on MHACY property without the written consent of the MHACY.
4. plant trees, shrubs, flowers or gardens on MHACY property only upon the written consent of the MHACY.
5. refrain from using contact paper, wall paper or wall paneling.
6. paint only upon the written consent of the MHACY.
7. refrain from using or applying varnish.
8. refrain from making alterations or repairs to the interior of the dwelling unit or from using equipment or appliances not supplied by the MHACY without the written consent of the MHACY.
9. refrain from installing any wall-to-wall carpeting, permanent floor covering or window treatments without the written consent of the MHACY.
10. be held strictly responsible for any loss or damage to the MHACY property resulting from overflow from toilets, sinks, washers, bathtubs, or basins caused by the Resident's negligence. The Resident shall also be responsible for loss or damage to other resident's property due to negligent acts or omissions of the Resident, the Resident's household members, guests, visitors, or other persons under the Resident's control.
11. refrain from, and cause guests to refrain from, destroying, defacing, damaging, or removing any part of the dwelling unit or project. [966.4(4)(f)(9)].
12. refrain from disengaging smoke detectors located in the unit or other property owned by the MHACY.

D. Eligibility: The Residents shall comply with all eligibility requirements set forth in the federal regulations and/or required by the MHACY.

E. Quiet Enjoyment: The Residents, members of their household, their guests, and/or other persons under the Residents' control, shall act in a manner that respects the right of other residents to the peaceful and quiet enjoyment of the premises, and is conducive to maintaining the project in a decent, safe and sanitary condition. [966.4(f)(11)] Residents shall assure that no person under their control engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or engages in drug related activity on the premises. [966.4(f)(12)(ii)] The Residents, members of their household and/or their guests shall not:

1. disturb or permit the disturbance of others by the loud use of musical instruments, music or other sounds.
2. place or permit to be placed upon the outside windowsills, or thrown or suspended from windows, balconies or railings of the building, any items that can fall and cause injury to persons or property below.
3. erect or hang radio or television antennas or satellite dishes on or from any part of the premises.
4. allow children to be unruly, unattended and/or unsupervised.
5. allow any individual that has been barred or banned from the MHACY's property to be in the Resident's unit.
6. engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents. [966.4(f)(12)(i)(A)]
7. engage in any drug-related criminal activity on or off the premises. [966.4(f)(12)(i)(B)]
8. engage in abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents. [966.4(f)(12)(iii)]

F. Lawful Behavior: The MHACY has a "one strike" policy that provides for the termination of the Residents' lease in the event of drug-related and other criminal activities that are prohibited by applicable federal regulations. The applicable federal regulations, incorporated into this lease by reference, provide that where Residents, members of their household, their guests, and/or other persons under the Residents' control, engage in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises, the Residents' lease shall be terminated. [966.4(l)(5)(ii)] Additionally, this lease shall be terminated for any drug-related criminal activity committed in on or off the premises, by the Residents, any member of the Residents' household, or any guest, and/or any drug-related criminal activity committed on the premises by any person under the Residents' control. [966.4(l)(5)(i)(B)] Further, this lease shall be terminated if the MHACY determines that a household member is illegally using a drug or if the MHACY 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. [966.4(l)(5)(i)(B)] For purposes of this paragraph, 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 21 U.S.C.A. §802). Additionally the Resident shall not:

1. display, or allow household members or guests to display, discharge or threaten to display or discharge a firearm of any type, including "B-B" guns, on the MHACY's property;

2. display, or allow household members or guests to display, use or threaten to use a knife, club, or any other weapon against any person on the MHACY's property;
3. act, or allow household members and guests to conduct themselves in a manner that is detrimental to the community or the residents or the employees of the MHACY.

G. Comply with Pet Policy: The Resident shall keep all pets in accordance with the MHACY's Pet Policy, which is annexed hereto as appendix B and incorporated herein by reference.

H. Park Lawfully: The Resident shall park legally and in accordance with the following:

1. The Resident and members of the Resident's household, visitors and guests shall use the designated parking areas and shall refrain from parking on lawns, sidewalks and fire lanes.
2. The Resident shall maintain the vehicle in good working order and in compliance with local and state law (i.e. no loud mufflers, leaky oil tanks, vehicles without wheels, etc.).
3. The Resident shall refrain from making repairs to vehicles while parked on the MHACY's property.
4. The Resident agrees to pay towing and/or booting charges for all vehicles lawfully removed.

I. Garbage Disposal: The Residents shall separate their recyclable garbage (metal, bottles, cans, cardboard and paper) and shall dispose of their garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner, and in accordance with local law, in receptacles provided by the MHACY. [966.4(f)(7)] In the event fines are levied by Westchester County and/or the City of Yonkers because of the Residents' failure to comply with the county's and/or city's recycling laws, rules or regulations, the Residents shall pay said fines as a condition of their continued occupancy.

J. Conserve Energy: The Residents agree not to waste the utilities provided by the MHACY and to comply with any applicable law, regulation, or guideline of the MHACY or any governmental entity regulating utilities or fuels. [966.4(f)(8)]. The Residents also agree to abide by any local ordinance or MHACY rule restricting or prohibiting the use of space heaters in multi-dwelling units.

K. Comply with Housekeeping Standards: The Residents agree to maintain the dwelling unit in good repair, and in accordance with MHACY's Housekeeping Policy, a copy of which is annexed as Appendix D, and incorporated herein by reference.

L. Keep Unit in Safe Condition: The Residents agree not to store gasoline or any flammable or explosive substances inside the dwelling unit, on any porch of the dwelling unit, or in any building located in near proximity to the dwelling unit. Additionally, the Residents agree not to dispose of such items in the MHACY's compactors.

M. Report Unsafe Conditions: The Residents agree to immediately and personally report to the MHACY all unsafe conditions which are known to or observed by the Residents, either in the common areas or in the dwelling unit leased by the Residents.

N. Use Building Systems Appropriately: The Residents shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances, including elevators, in a reasonable manner. [966.4(4)(f)(8)] Under no circumstances shall rubbish, sanitary items or other foreign substances be thrown into a toilet bowl. The Residents expressly agree not to use their stove for the purpose of heating the dwelling unit.

O. Grant Entry to Exterminators and Inspectors: The Residents shall permit entry into the dwelling unit by exterminators and/or inspectors employed or authorized by the MHACY, or by a governmental agency, at reasonable hours and upon reasonable notice for the purpose of exterminating and/ inspecting the unit.

P. Use Dwelling Unit for Residents Only: The Residents shall use the premises as a private dwelling only for the household members identified in paragraph 1 of this lease, or, with the written consent of the MHACY, care of foster children and live-in care of a member of the Residents' family. The Residents agree to neither assign nor sublease the dwelling unit. [966.4(f)(1)] Additionally, the Residents agree not to give accommodations to boarders or lodgers, and not to allow guests to stay in the unit in excess of 14 days without the advance written consent of the MHACY. [966.4(f)(2)&(3)]

Q. Comply with Community Service Policy: The Residents agree to comply with MHACY's Community Service/Economic Self Sufficiency Requirement Policy for Public Housing Residents ("Community Service Policy"), a copy of which is annexed as Appendix E and incorporated herein by reference.

## 9. OTHER SERIOUS AND MATERIAL TERMS OF RESIDENTS' OCCUPANCY RELATING TO FAMILY COMPOSITION AND INCOME

A. Where, pursuant to paragraph 1 of this lease, the MHACY has given written approval for an additional person to live in the subject premises, or where an additional person is added upon the birth or adoption of a child, or pursuant to a custody award entered by a court of competent jurisdiction, the Residents must report the actual addition of that child or pre-approved person within ten (10) days of the date he/she moves in to the premises. Additionally, any change in total family income must be reported to the MHACY by the Residents in person within ten (10) days of the change.

B. The status of each family is to be re-examined at least once a year, at which time the MHACY must provide the Residents with the opportunity to choose between a FLAT or INCOME BASED RENT. Residents who choose to pay a FLAT RENT shall be subject to an income reexamination by the MHACY every three years.

Regardless of whether the Residents pay a FLAT or INCOME BASED RENT, the Residents shall participate in a reexamination of their eligibility for public housing once each year, according to the following procedures:

*Application Process:* Upon written notification from the MHACY, the MHACY shall require a written Application for Continued Occupancy to be completed, signed and verified as accurate by the heads of household. In the Application for Continued Occupancy the Residents shall supply the MHACY with 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, adjusted income, and rent. [966.4(c)(2)] Additionally, in regard to the MHACY's Community Service/Economic Self Sufficiency Requirement Policy for Public Housing Residents ("Community Service Policy"), all non-exempt Residents 18 years old and older shall certify their compliance with the Community Service Policy during their annual recertification. [960.209] A copy of the MHACY's Community Service Policy, and all amendments thereto authorized and approved by the MHACY's Board of Commissioners, is annexed as Appendix E, and incorporated into this lease by reference.

Residents agree to furnish in adequate detail all information and data necessary to enable the MHACY to determine (a) the rent to be charged; (b) the amount of retroactive rental charges, if applicable; (c) the dwelling size appropriate for the Residents, as determined by the MHACY's ACOP and/or (d) whether a transfer to a different size or type of dwelling unit is required by the MHACY's ACOP.

The MHACY shall verify all information on the application by methods necessary to assure the MHACY that the information is complete and true at the time of re-examination. The Residents agree to sign releases for third-party sources to enable the MHACY to complete its verification process, and/or provide other forms of verification deemed acceptable to the MHACY. [966.4 (c)(2)]

*Redetermination of Eligibility for Public Housing:* As part of the Application for Continued Occupancy, the MHACY shall duly certify to the U.S. Department of Housing and Urban Development that an investigation has been made of the Residents and that on the basis of that investigation it has been determined by the MHACY that the Residents are eligible or ineligible for continued occupancy. In the event a determination has been made that the Residents are no longer eligible for public housing, the MHACY shall proceed to terminate this lease in accordance with the provisions of paragraph 20.

*Redetermination of Rent During Annual Review:* The rent set forth in paragraph 3 of this lease will remain in effect until:

1. The Residents' source and/or amount of income (wages, public assistance, child support, unemployment, SSI, social security, monetary contributions from third parties, interest from financial institutions, etc.) changes and/or there is a change in the Residents' family status due to divorce, death, marriage, birth or adoption of additional children, assumption of legal custody of any minor children, or any person(s) who, with the written consent of the MHACY, is added to the lease as a member of the household.
2. Upon a change in the Residents' family composition or income, the MHACY will re-calculate the Residents' rent in accordance with applicable federal guidelines.
3. Where applicable federal regulations require an adjustment to the rent set forth in paragraph 3 of this lease, the MHACY will mail or deliver a notice of Rent Adjustment to the Resident. Rent adjustments made upon an annual re-examination, will become effective on a pre-determined date. Rent adjustments made as the result of an interim review will become effective as follows:
  - a. Rent decreases will become effective the first (1<sup>st</sup>) day of the month after the re-examination was completed; and
  - b. Rent increases will become effective the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month after the re-examination was completed.

*Redetermination of Unit Size During Annual Review:*

Where the MHACY determines during an annual review that, due to a change in the Residents' family size, the Residents occupy an oversized or undersized unit, the MHACY shall notify the Residents via service of a written demand directing that they relocate into a sized unit that is in compliance with MHACY's Admissions and Continued Occupancy Policy within fourteen (14) days. The Residents agree that upon service of a notice to relocate, the Residents shall transfer to the appropriately sized unit. [966.(c)(3)]. All notices of transfer served upon the Residents are subject to the MHACY's Grievance Procedure.

C. It is a serious and material term and condition of this lease that the Residents must complete their annual reexamination within fourteen (14) days of the date scheduled or rescheduled by the MHACY as the Residents' date of re-examination. Residents who have a FLAT RENT and fail to complete their reexamination within 14 days waive their entitlement to a continuation of the FLAT RENT and shall immediately be subject to a recalculation of their rent at the highest amount possible under applicable federal regulations. The MHACY shall terminate the lease of all Residents who fail to complete their reexamination within fourteen (14) days of date scheduled or rescheduled by the MHACY, on the ground that the Residents have breached a serious and material term and condition of their lease.

#### 10. ENTRY OF PREMISES DURING TENANCY:

A. The MHACY shall, upon reasonable advance notification to the Resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises. A written statement specifying the purpose of the MHACY entry delivered to the premises at least 48 hours (2 days) before such entry shall be considered reasonable advance notification. [966.4(j)(1)] An adult member of the family must be present when the MHACY staff enters the unit to perform a non-emergency inspection. Where an adult family member is not present, the MHACY is authorized under the terms of this lease to enter the unit with another staff member to conduct the inspection.

B. The Resident shall notify the MHACY of any needed repairs in accordance with the established maintenance procedures of the MHACY. Such notice(s) shall be deemed an authorization by the Resident for the MHACY to enter said premises with entrance door keys to make necessary repairs.

C. If the MHACY has reason to believe that an emergency exists, the MHACY may enter the premises at any time without advance notification or the Resident's consent.

D. Anytime an inspection is conducted outside the presence of the Resident or an adult household member, the MHACY must provide a written statement to the Resident which specifies the date, time, and purpose of entry, and the MHACY must leave that statement on the premises in a visible place before the MHACY personnel leave the premises. [966.4(j)(2) & (3)]

E. In the event federal, state, or local authorities require access to the premises for the purpose of addressing issues pertaining to the health and/or safety of the Residents, the MHACY staff are authorized to provide such access.

#### 11. INSPECTIONS BY THE MHACY:

In addition to all other inspections required or permitted by the lease, all dwelling units and the equipment provided by the MHACY may be inspected on an annual basis or more often if it appears that conditions exist that are detrimental to the integrity of the premises, if they impair the social environment of the community, and/or if they violate the MHACY's Housekeeping Policy. [966.4(j)(1)]. Quality control inspections may be conducted at the discretion of the MHACY to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame. HUD representatives and/or local governmental officials may inspect the premises for the purpose of assessing the MHACY's inventory. MHACY inspectors may periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions, or local code violations within the unit.

#### 12. TRANSFERS:

A. The MHACY reserves the right to relocate the Resident from the dwelling unit provided for in this lease into another dwelling unit owned by the MHACY under the following circumstances:

1. The MHACY determines that the size or design of the dwelling unit is no longer appropriate to the Resident's needs.
2. The MHACY determines that the Resident's relocation is necessary to enable the Authority to rehabilitate the Resident's unit.
3. The Resident's unit has special features and the MHACY determines that the unit should be made available to a Resident who is disabled.
4. The Resident's relocation is authorized under federal law.
5. The MHACY determines that a transfer is required to abate a dangerous and/or substandard condition in the unit.
6. The transfer is scheduled as part of an approved relocation plan of the MHACY.

B. In the case of an involuntary transfer, the Resident shall be required to move into the new dwelling unit made available by the MHACY within fourteen (14) days of the date the MHACY serves the Resident with a written transfer notice. All involuntary transfers are subject to the MHACY's Grievance Procedure.

C. Where a Resident requests a transfer from their dwelling unit, the MHACY will consider that request in accordance with the transfer priorities established in the MHACY's ACOP and applicable federal regulations. In the event the MHACY approves a Resident's transfer request, the Resident shall be responsible for all moving costs related to the transfer, as well as the costs incurred by the MHACY in effectuating the transfer, including but not limited to the costs associated with readying the new unit.

D. In the event the Resident is transferred, either voluntarily or involuntarily, the Resident and the MHACY shall enter into a new lease agreement in regard to the new dwelling unit.

E. A Resident's failure to transfer to a new unit, absent a showing of good cause, shall be deemed a serious and material breach of the terms of this lease.

#### 13. ACCOMMODATION FOR PERSONS WITH DISABILITIES:

The MHACY shall, as required by law, provide reasonable accommodations to Residents with disabilities in regard to the terms and conditions of their occupancy, and in regard to the Residents' use of the MHACY's Grievance Procedures. In regard to all aspects of this lease, a disabled Resident shall be provided with reasonable accommodation to the extent necessary to provide disabled persons with an opportunity to use and occupy the dwelling unit equal to a non-disabled person. At any time during the term of this lease, a Resident may request a reasonable accommodation, including an accommodation that will enable the Resident to meet the requirements of his/her lease, or other requirements of his/her tenancy. [966.7]

If, during the term of this lease, a Resident, 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 MHACY cannot make any reasonable accommodation that would enable the Resident to comply with the lease THEN, the MHACY will assist the Resident, or designated member(s) of the Resident's family, to find more suitable housing and move the Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving the Resident, the MHACY will work with appropriate agencies to secure suitable housing and will terminate this lease. [8.3]

At the time of admission, all Residents shall identify the family member(s) to be contacted if they become unable to comply with the terms of this lease.

**14. PAYMENTS RECEIVED BY THE MHACY FROM THE RESIDENT:**

The MHACY shall have the sole discretion to allocate, in a manner authorized by federal law, payments received from the Resident as rent, a security deposit, maintenance charges, court costs, utility costs, or any other non-rent charges, or as any combination thereof.

**15. DESTRUCTION OF PREMISES:**

If the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the Residents, (1) the Residents shall immediately notify the site manager of the damage; and (2) upon notice, the MHACY shall repair the unit within a reasonable time. Where the damage was caused by the Resident, a member of the Resident's household, or a guest of the Resident, the reasonable cost of the repairs shall be charged to the Residents. If the repairs cannot be made within a reasonable time, the MHACY shall offer alternate accommodations to the Residents, where available, and shall abate the rent in the damaged unit in proportion to the seriousness of the damage and loss in value. However, no abatement shall occur if the Residents reject the alternative accommodations or if the damage was caused by the Resident, a member of the Resident's household, or a guest of the Resident. [966.4(h)]

The MHACY reserves the right to deny or grant the Resident re-occupancy into the original unit occupied by the Resident. Where the Resident fails to pay the cost of the repairs, or where the damage was caused by the Resident, a member of the Resident's household, or a guest of the Resident, nothing contained herein shall preclude the MHACY from terminating this lease pursuant to the provisions of paragraph 20.

**16. PROHIBITION AGAINST ALTERNATIVE HOUSING ACCOMMODATIONS:**

A. The Residents agree not to have alternative housing or reside out of the dwelling unit for more than thirty (30) consecutive days unless prior written approval is received from the MHACY. If the entire family is absent from the unit, without MHACY permission, for more than thirty (30) consecutive days, the unit will be considered to be vacant and MHACY will terminate this lease.

B. Any member of the household will be considered permanently absent if he/she is away from the unit for ninety (90) days, within a 12 month period, except as otherwise provided with permission or approval of the MHACY. In the event a household member is away from the unit for ninety (90) days, the MHACY shall, upon notice to the remaining Residents, remove his/her name from this lease, and the absent household member shall thereafter be prohibited from occupying the dwelling unit.

C. Where the Resident's absence from the unit is caused by, or the result of, a disability, the MHACY will grant the Resident a reasonable accommodation to allow him/her to continue in occupancy despite an absence from the dwelling unit. During all such periods, however, the Resident shall be required to pay his/her rent and all other charges for which the Resident is liable under the terms of this lease.

**17. ABANDONMENT OF DWELLING UNIT AND/OR PERSONAL PROPERTY:**

A. In the event the Residents remove their furniture and other personal property from the dwelling unit, other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of the MHACY, be considered abandoned.

B. Where the Residents abandon the dwelling unit, the MHACY shall have the right to store or otherwise dispose of any remaining property abandoned by the Residents as follows:

1. Upon abandonment of the dwelling unit by the Residents, the MHACY shall create an inventory of any personal property left in or about the dwelling unit;
2. The inventory shall be maintained at the MHACY's Main Office, and shall be made available to the Residents upon request;
3. The MHACY shall maintain any and all personal property left in or about the dwelling unit by the Residents for a period of no less than thirty days. After thirty days has expired from the date the inventory was created, the personal property inventoried shall be deemed abandoned, and the MHACY shall have the right to dispose of the property listed, either by a private sale, or any other manner deemed appropriate.
4. The Residents may, within thirty days of the date the inventory is created, make a request in writing for a return of their property. Upon service of a timely request, the MHACY shall return all personal property it inventoried to the Residents.

C. Where the Residents are removed from the dwelling unit pursuant to a Warrant of Eviction, any personal property left in or about the dwelling unit by the Residents shall be deemed abandoned and shall be returned to the Residents or disposed of by the MHACY, in accordance with paragraph 17(B).

**18. VACATING PREMISES:**

A. The Residents shall notify the MHACY in writing of their intent to vacate the dwelling unit thirty (30) days in advance of the date the unit is to be vacated. In the event the Residents fail to serve the MHACY with a thirty day written notice before they vacate the unit, the Residents shall forfeit the security deposit paid by them under the terms of this lease and shall be liable for additional rent as it becomes due, until such time as the apartment is re-rented. A forfeiture of the security deposit shall not limit the MHACY's rights to recover the cost of any repairs required in the dwelling unit, as provided for under the terms of this lease.

B. Where a thirty day written notice is served by the Residents, this lease shall terminate on the date set forth in the Residents' notice and the Residents shall vacate the unit on or before that date. There shall be no renewal whatsoever of this lease by operation of law once the Residents have served a thirty day notice to vacate upon the MHACY.

C. Upon vacating, the Residents shall remove all of their personal property and return the unit in as good a condition as when they first accepted it. Additionally, the Residents shall return to the MHACY all keys (entrance door keys, mailbox keys, etc.) electronic passes, parking permits and identification cards used in regard to their occupancy in the unit, and provide the MHACY with their forwarding address.

D. Any personal property left in the dwelling unit after the Residents have vacated the unit shall be deemed abandoned and shall be disposed of in accordance with the provisions of paragraph 17.

After the Residents have vacated the unit the MHACY will mail the Residents an itemized statement of account to the forwarding address they have provided. In the event the Residents owe the MHACY any monies under the terms of this lease, the MHACY reserves the right to deduct said sums from the security deposit paid, in accordance with paragraph 4, and to pursue collection of any other monies owed as is allowed by law.

#### 19. CHARGES ASSESSED UPON TERMINATION OF THE TENANCY:

A. The MHACY will refund the Residents' Security Deposit to them within thirty (30) days of the date they vacate the unit, subject to any deductions made in accordance with paragraphs 5, 8, 9, 15, 18 and 22, and subject further to the following costs that will be assessed against the Residents at the time they vacate the unit:

- (a) The cost of cleaning the unit;
- (b) The cost of cleaning the appliances; and
- (c) All outstanding court costs and legal fees authorized by a court of competent jurisdiction.

B. The MHACY will forward any refund due to the Residents under the term of this lease to the Residents at the forwarding address they provide the MHACY upon vacating the unit.

#### 20. TERMINATION OF LEASE:

A. The MHACY may terminate this lease for a serious or repeated violation of material terms of this lease, including but not limited to failure to make payments due under its terms, failure to fulfill the Residents' Obligations set forth in paragraphs 8, 9 and 12, for being over the income limit for the program, and/or for "other good cause". [966.4(1)(2)] "Other good cause" shall include, but is not limited to, the following:

1. The Resident or member of the Resident's household has been convicted for the manufacture or production of methamphetamine on the premises of federally assisted housing. Upon notice of the conviction, the Residents, the MHACY will immediately terminate this lease. [966.4(1)(5)(i)(A)]
2. The Residents, members of their household, their guests engage in drug-related activity, on or off the premises, or other persons under the Residents' control, engage in drug-related activity on the premises. [966.4(1)(5)(i)(B)]
3. The Resident or member of the Resident's household is illegally using a drug or if the MHACY 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. [966.4(1)(5)(i)(B)]
4. The Resident or member of the Resident's household is engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises, the Residents' lease shall be terminated. [966.4(1)(5)(ii)(A)]
5. The Resident is fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor under the laws of such State; or is violating a condition of probation or parole imposed under Federal or State Law. [966.4(1)(5)(ii)(B)]
6. The Resident or member of the Resident's household has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. [966.4(1)(5)(vi)(A)]
7. The Resident or member of the Resident's household has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers. [966.4(1)(5)(vi)(B)]
8. The Resident has failed to pay utility bills when the Resident is responsible for paying such bills directly to the supplier of utilities.
9. The Resident has misrepresented or concealed: household income, assets, household composition, boarders, lodgers, guests, or any other person given accommodation; has otherwise failed to disclose facts that render the Resident ineligible for public housing; and/or has made materially false or fraudulent statements in connection with an application for assistance or with reexamination of income. [966.4(1)(2)(iii)(C)]
10. The Resident or a member of the Resident's household failed to comply with the MHACY's Community Service Policy, and twelve months have elapsed since the Residents were notified that their lease would not be renewed. [966.4(1)(iii)(D)]
11. After receipt of a written notice in accordance with 966,3, and upon service of the notice required by 966.4(1)(2)(iii)(E), the Resident has failed to accept a lease revision offer to an existing lease.
12. The Resident has failed to sign the lease or has failed to supply any certification, release, information or documentation needed to process the Resident's annual re-examinations or interim redeterminations within fourteen (14) days of written demand for same issued by the MHACY.
13. The Resident has failed to transfer to another apartment upon notice from the MHACY as provided for herein.
14. The MHACY has determined that the Resident is non-desirable because of his/her breach of MHACY rules, including but not be limited to the Resident's: failure to act in a cooperative manner with other residents and/or the MHACY's employees; failure to refrain from and/or cause members of the Resident's household or guests from acting or speaking in an abusive or threatening manner toward other residents and/or the MHACY's employees; the commission of any fraud in connection with any federal housing assistance program; the receipt of assistance for any other unit assisted under any federal housing assistance program during the terms of this lease; allowing the halls, stairways and vestibules to be obstructed or used for children's play or for any purpose other than ingress or egress (coming in or going out); airing laundry or other materials in areas prohibited by the MHACY; installing exterior shades, awnings or window guards on the MHACY's property; and/or possessing furniture (including but not limited to beds) in the dwelling unit that contains a liquid or semi-liquid.
15. The lease unit has been rendered uninhabitable because of misconduct by the Resident, a member of the Resident's household, or guests of the Resident and the Resident has failed to pay the cost of repairs.
16. The Resident has failed to comply with the MHACY's Pet Policy.
17. The Resident has failed to comply with the MHACY's Housekeeping Policy.

18. The Resident has failed to pay the amount of rent due under the terms of this lease and has appeared in court for the late payment of rent three (3) times within a twelve month period.

B. In the event that the MHACY determines to terminate this lease, the Resident shall be served a Notice of Termination prior to the date of termination as follows:

1. Service of the Notice of Termination shall be made fourteen (14) days prior to the termination date in cases of failure to pay rent. [966.4(l)(3)(i)(A)]
2. Service of the Notice of Termination shall be made three (3) days prior to the termination date where (a) the health and safety of other residents, MHACY employees, or persons residing in the immediate vicinity of the premises is threatened; or (b) any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or (c) any member of the household has been convicted of a felony. [966.4(l)(3)(i)(B)]. The MHACY has a "one strike" or "zero tolerance" policy with respect to violations of lease terms regarding drug-related and other criminal activities, in accordance with 24 CFR §966.4(1)(5);
3. Service of the Notice of Termination shall be made thirty (30) days prior to the termination date in all other cases. [966.4(l)(3)(i)(C)]

C. If the Resident is the sole occupant of the dwelling unit, this lease shall automatically terminate upon the death of the Resident. Upon such termination, the MHACY shall have the right to immediately enter the unit, change the locks and take possession of the dwelling unit. The MHACY thereafter, for a period of fourteen (14) days, shall allow the Resident's family the opportunity to enter the unit under the supervision of the MHACY's personnel, for the purpose of removing the Respondent's personal possessions. In order to gain such entry, the family will be required to present proper identification.

## 21. LEGAL NOTICES:

A. Resident Responsibility: Any notice from the Resident to the MHACY must be in writing and must be delivered to the MHACY Management Office or to the MHACY's Main Office, or sent by pre-paid first class mail. [966.4(k)(1)(ii)]. Nothing contained herein shall prohibit the Resident from sending an additional copy of the notice to the MHACY by certified mail, express mail, and/or overnight delivery service addressed to MHACY's Main Office.

B. MHACY Responsibility: Any adverse notice sent by the MHACY to the Resident, including but not limited to a proposed lease termination, transfer of the resident to another unit, a change in amount of rent, the imposition of charges for maintenance and/or repair, or for excess consumption of utilities, must be in writing and served as follows:

1. Personal delivery of the adverse notice shall be made to the Resident or to any adult member of the household, or alternatively, the adverse notice shall be mailed by pre-paid first class mail. [966.4(k)(1)(ii)] Nothing contained herein shall prohibit the MHACY from sending an additional copy of an adverse notice to the Residents by certified mail, express mail, and/or overnight delivery service, addressed to the Resident.
2. A Notice of Lease Termination shall be served on the Resident by personal delivery or certified mail return receipt requested addressed to the Resident. A Notice of Lease Termination issued by the MHACY to the Resident shall state the reason for the termination of the Residents' tenancy, the date that the termination will take place, and shall inform the Resident of their right to make such reply as the Resident may wish. The notice shall also inform the Resident of their right (pursuant to 24 CFR §966.4(m)) to examine the MHACY's documents directly relevant to the termination or eviction. All Notice of Lease Terminations, except those served under the MHACY's one strike policy, shall advise the Resident of his/her right to request a hearing under the MHACY's Grievance Procedure, a copy of which is annexed as Appendix A.
3. All other notices sent by the MHACY to the Resident may be sent by first class mail. In the event a notice is mailed by first class mail, it shall be deemed delivered unless the envelope is returned to the MHACY by the United States Postal Service.
4. If the Resident is visually impaired, all notices sent pursuant to the terms of this lease must be in an accessible format. [966.4(k)(2)]

## 22. COURT COSTS AND ATTORNEY FEES:

If it becomes necessary for the MHACY to employ an attorney and bring a court proceeding against the Resident to collect any rent and/or other charges, or to enforce any provision of this Lease, or to evict the Resident from the premises, and if judgment is entered against the Resident in favor of the MHACY in such proceedings, the Resident shall be obliged to pay all court costs and reasonable attorney's fees awarded to the MHACY by a court of competent jurisdiction.

## 23. WAIVER:

No delay or failure by the MHACY in exercising any right under this Lease, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein. The failure of the MHACY to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by the MHACY of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by the MHACY unless such waiver is in writing signed by the MHACY. No act or thing done by the MHACY during the term of this lease shall be deemed an acceptance of a surrender of the dwelling unit and no agreement to accept such surrender shall be valid unless in writing signed by the MHACY. No employee of the MHACY shall have any power to accept the keys of the dwelling unit prior to the termination of the lease and the delivery of keys to any employee shall not operate as a termination of the lease or a surrender of the dwelling unit.

## 24. MISCELLANEOUS

*Remedies Cumulative:* The rights and remedies of the MHACY and the Resident under this lease are cumulative and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy.

*Severability:* In the event that any provision of this lease shall violate any requirement of law then such provision shall be deemed void, the applicable provision of law shall be deemed substituted, and all other provisions of this lease shall remain in full force and effect.

*Joint and Several Obligations:* If more than one (1) person joins in the execution of the lease, the covenants and agreements hereof shall be their joint and several obligations as though the relative words were written in the plural.

*Captions:* The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe either the scope of this lease or the intent of any provision thereof.

*Definitions:* Whenever the word "Resident" is used in this lease, it shall be deemed to refer to the Resident, any member of the Resident's household, a guest, or any other person under the Resident's control, in a proper case. The nouns "Resident" and "Residents" shall be deemed to be singular or plural in number as the context of this lease may require.

*Present and Future Laws:* This lease is subject to any and all present and future federal, state, and municipal laws applicable to public housing. In the event that any provision of this lease is deemed by a court of competent jurisdiction to be inconsistent with a federal, state and/or municipal law, then the applicable provision of the law shall be deemed substituted for the provisions herein.

*Incorporation:* The MHACY's Grievance Procedure, Admissions and Continued Occupancy Policy ("ACOP"), Pet Policy, Lead Disclosure Addendum, Community Service/Economic Self-Sufficiency Requirement Policy for Public Housing Residents and MHACY's Housekeeping Policy are herewith incorporated by reference and are deemed a part of this Lease.

**25. MODIFICATIONS TO THE LEASE**

The terms of this lease, including the additional charges that are set forth herein, are subject to modification or revision, upon at least thirty days prior written notice to the Resident and the Residents' Organizations. The written notice shall explain the reason(s) for the proposed modification or revision, and shall provide the Resident and the Organizations with an opportunity to present written comments, which the MHACY shall consider before the changes are implemented. All notices issued under this paragraph shall be posted in the MHACY's central office; shall be hand delivered to the dwelling unit, and shall be posted in a conspicuous place throughout the affected property. Once effectuated, all changes made to the terms of this lease shall be formally incorporated into a new lease that shall be executed by the Resident and the MHACY at the Resident's next recertification. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

I, the undersigned, do hereby acknowledge that I have read this lease and that I fully and completely understand the provisions contained herein. Further, I agree to abide by the provisions set forth in this lease. I also acknowledge that a copy of MHACY's Grievance Procedure is annexed to this lease, and also posted in the MHACY Management Office, and I fully understand its contents. Lastly, I acknowledge that I have been informed that if I have questions relating to my obligations under this lease, a proposed lease termination, or any matter that is subject to the MHACY's Grievance Procedure, I have the right to consult with and/or be represented by an attorney

IN WITNESS WHEREOF, the parties have executed this Dwelling Lease this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, State of New York.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR PUBLIC HOUSING ARE TRUE AND CORRECT. I ALSO UNDERSTAND THAT THE SUBMISSION OF FALSE INFORMATION CONSTITUTES A SERIOUS AND MATERIAL BREACH OF THIS LEASE, FOR WHICH THE MHACY HAS THE RIGHT TO TERMINATE MY TENANCY.

**WARNING! TITLE 18, SECTION 101 OF THE UNITED STATES CODE MAKES IT A CRIMINAL OFFENSE TO MAKE WILLFUL FALSE STATEMENTS OR MISREPRESENTATIONS TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES.**

The Municipal Housing Authority  
For the City of Yonkers

By \_\_\_\_\_

Executive Director

By \_\_\_\_\_

MHACY Representative

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

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Resident Date

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Resident Date

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Resident Date

\_\_\_\_\_ "He recibido una copia del contrato de arrendamiento en español". (I have received a copy of this lease in Spanish.)