

# LEASE AGREEMENT

(Revised 4/1/2024)

SCHENECTADY MUNICIPAL HOUSING AUTHORITY

**375 Broadway  
Schenectady, New York 12305**

Ten Eyck Apartments, Lincoln Heights, Schonowee Village, Yates Village,  
MacGathan Townhouses, Steinmetz Homes, Maryvale Apartments

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE AGREEMENT

### THIS LEASE IS IN TWO PARTS

**Part I establishes the Terms and Conditions of the lease.** They apply to all residents;

**Part II is a lease contract.** This is executed by the residents and the Schenectady Municipal Housing Authority (SMHA), includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, project name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by SMHA with the unit;
- All pamphlets or informational material provided to Tenant;
- Signature line for the parties to the lease (all adult members, 18 years and older, of Tenant household must sign the lease); and
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal SMHA working hours.

Note: References to Code of Federal Regulations (CFR) are shown throughout this lease in numeric format, such as [966.4(a)]. The CFR is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation. Title 24 of the CFR pertains to the Department of Housing and Urban Development. Therefore, complete title to the regulation [966.4(a)] is 24 CFR 966.4(a).

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## Part I: Residential Lease Agreement: Terms and Conditions

**THIS LEASE AGREEMENT** (called the “Lease”) is between the Schenectady Municipal Housing Authority, (called “SMHA”) and the Tenant named in Part II of this Lease (called “Tenant”). [966.4(a)]

### 1. Description of the Parties and Premises [966.4(a)]

- (a) SMHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called “premises” or “dwelling unit”) described Part II of this Lease Agreement, subject to the terms and conditions contained in this Lease. [966.4(a)]
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. SMHA may, by prior written approval, consent to Tenant’s use of the unit for legal profit-making activities subject to SMHA’s policy on such activities. [966.4(d)(1&2)]
- (c) Any additions to household members named on the Lease, including Live-in Aides and foster children, **but excluding natural births, adoptions**, and court awarded custody require the advance written approval of SMHA. Such approval will be granted only if the new family members pass SMHA’s screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4(a)(2)&(d)(3)(i)] Tenant agrees to wait for SMHA’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 SMHA may terminate the Lease in accordance with Section 14. [966.4(f)(3)]
- (d) Tenant shall report deletions (for any reason) from the household members named on the Lease to SMHA in writing, within 10 days of the occurrence. [966.4(c)(1)&(2)&(f)(3)]

### 2. Lease and Amount of Rent

- (a) Unless the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program or this Lease is otherwise modified or terminated in accordance with Section 13, this Lease shall automatically be renewed for successive terms of one calendar year. [966.4(a)(1)] The rent amount is

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stated in Part II of this Lease. Rent shall remain in effect unless adjusted by SMHA in accordance with Section 7 herein. [966.4(c)] The amount of the Total Tenant Payment and Tenant Rent shall be determined by SMHA in compliance with HUD regulations and requirements and in accordance with SMHA's Admissions and Continued Occupancy Policy (ACOP). In no case, except for a financial hardship exemption, will SMHA charge the family less than the minimum monthly rent of \$50. You may contact SMHA to request a financial hardship exemption.

- (b) **Rent is due and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month.** Rent may include utilities as described in Section 7 below, and includes all maintenance services due to normal wear and tear. [966.4(e)(1)&(3)] When SMHA makes any changes in the amount of Total Tenant Payment or Tenant Rent, SMHA shall give written notice to the Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by SMHA. If Tenant asks for an explanation, SMHA shall respond in a reasonable time. [966.4(c)(4)]

3. **Other Charges:** In addition to rent, Tenant is responsible for the payment of certain other charges specified in the Lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4(b)(2)]
- (a) **Maintenance costs** – The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When SMHA 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 the Schedule of Maintenance Charges posted by SMHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to SMHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4(b)(2)]
- (b) **Excess Utility Charges** – At developments where utilities are provided by SMHA, a charge shall be assessed for excess utility consumption due to the operation of minor Tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4(b)(2)]

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- (c) Charges for removing Tenant supplied air conditioners: Window mount or window exhaust air conditioners may be installed only during the period of June 1 through September 30. Any Window mount or window exhaust air conditioners installed during the period October 1 through May 31 may be removed by SMHA personnel, at which time a charge of \$20 per air conditioner removed will be assessed on Tenant. If a doctor provides a prescription that Tenant requires an air conditioner during the restricted months, an air conditioner will be allowed, and a \$20 per month charge will be assessed for each month the air conditioner is installed.
  - (d) Late Charges – A charge of 5% up to \$50.00 for rent or other charges paid after the fifth calendar day of the month. [966.4(b)(3)] SMHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives SMHA’s written notice of charge. [966.4(b)(4)]
  - (e) Court Costs and Attorney Fees – Tenant will be responsible for all reasonable court costs and attorney fees incurred in the enforcement of the provisions of this lease unless Tenant prevails in the action. For the purpose of this Lease Agreement court costs shall include fees for the service of process of legal notices.
- 4. Payment Location:** Rent and other charges can be paid at the Main Office located at 375 Broadway, Schenectady, New York 12305. SMHA will only accept cash at designated times at the Tenant payment window at 375 Broadway. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier’s check, money order or cash as defined above. Tenant shall be liable for any fees associated with checks returned for insufficient funds.
- 5. Security Deposit**
- (a) Tenant Responsibilities: Tenant agrees to pay an amount equal to one month’s Total Tenant Payment. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [966.4(b)(5)]
  - (b) SMHA’s responsibilities: SMHA will use the Security Deposit at the termination of this lease:
    - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.

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2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and SMHA has inspected the dwelling unit.

The return of a Security Deposit shall occur within 14-days after Tenant has vacated the premises. SMHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes SMHA with a forwarding address. If any deductions are made, SMHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

### **6. Utilities and Appliances (966.4 (b)(1))**

- (a) SMHA Supplied Utilities: If indicated by an (X) on Part II of the Lease Agreement, SMHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. SMHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, SMHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of SMHA, and shall be Energy Star labeled. Any major electrical appliance purchased after executing this Lease Agreement shall meet the most current Energy Star rating. If Tenant is unsure if an appliance meets the Energy Star criteria defined in this lease, they should contact their Project Manager for assistance PRIOR TO PURCHASING AN APPLIANCE. Energy Star is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping us all save money and protect the environment through energy efficient products and practices. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office. [966.4 (b)(2)]

- (b) Tenant-paid Utilities: If Tenant resides in a development where SMHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be

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established, appropriate for the size and type of the dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for the Utilities exceeds the Total Tenant Payment, SMHA will pay a Utility Reimbursement each month. [5.632]

SMHA may change the Allowance any time during the term of the lease, and shall give Tenant 60-days written notice of the revised allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.473 (c)].

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by SMHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)]

Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

- 7. **Terms and Conditions:** The following terms and conditions of occupancy are made a part of the lease.

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of SMHA, members of the household may engage in legal profit making activities in the dwelling unit. [966.4(d)(1)&(2)]

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding a total of fourteen (14) days each year. Permission may be granted, upon written request to the management, for an extension of this provision. [966.4(d)(1)]

- (b) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due on the first day of each month until changed as described below.

- 1. The status of each family is to be reexamined at least once a year. If a Tenant's move in date/initial Lease date is other than the first day

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of the month, the Tenant's Anniversary Date for the purpose of reexamination shall be the first day of the calendar month of the move in date/initial Lease date. For example, if a Tenant's move in date/initial Lease date falls on January 8<sup>th</sup>, the Tenant's effective Anniversary Date for reexamination and annual rent adjustments shall be January 1. Tenants paying Flat Rent shall have their incomes reexamined every three years. At the annual recertification Tenant shall certify compliance with the 8 hour per month community service requirement, if applicable. [960.209]

2. Tenant promises to supply SMHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4(c)(2)]

Failure to supply such information when requested is a serious violation of the terms of the Lease for which SMHA may terminate the lease.

All information must be verified. Tenant agrees to comply with SMHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4(c)(2)]

SMHA 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 information will be used by SMHA to decide whether the amount of the rent should be changed, and whether the dwelling unit size is still appropriate for Tenant's needs.

The determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.

3. Rent will not change during the period between regular reexaminations, UNLESS during such period:
  - a. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced



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because a Tenant's Temporary Assistance for Needy Families (TANF) grant is reduced because tenant committed welfare fraud or failed to comply with any economic self-sufficiency requirement; or

- b. Household is paying the Minimum Rent and experiences an increase in household income that would justify an increase in rent; or
  - c. Household has had a previous reduction in rent, pursuant to section 7(b)(3)(a) above, and experiences an increase in household income that would justify an increase in rent; or
  - d. It is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that tenant should have been charged, SMHA will apply a retroactive rent increase to the first of the month following the month in which the misrepresentation occurred. (Misrepresentation of the facts upon which rent is based may constitute fraud, and SMHA may make a complaint of larceny or fraud to the appropriate law enforcement agency. Fraud is a crime and a crime of this nature involves public funds and therefore will be pursued vigorously through the legal system.)
  - e. Rent formulas or procedures are changed by Federal law or regulation.
  - f. A household begins receiving shelter assistance from the Department of Social Services
4. Any request for a reduction in rent due to a change in circumstances, must be delivered IN WRITING to SMHA, along with proof of change in circumstances, within 10 days of the change

When tenant is paying the minimum rent, or if a previous reduction in rent was granted, Tenant must report, IN WRITING to SMHA, increases in household income within 10 days of the occurrence, until the next scheduled reexamination.

5. All changes in family composition must be reported to SMHA within 10 days of occurrence. If it is found that Tenant has misrepresented the facts regarding family composition causing the

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rent Tenant is paying to be less than the rent that Tenant should have been charged, SMHA will apply a rent increase retroactive to the first of the month following the month in which the misrepresentation occurred. (Misrepresentation of the facts upon which rent is based may constitute fraud, and SMHA may make a complaint of larceny or fraud to the appropriate law enforcement agency.)

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 size of unit it is currently occupying.

- (c) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change as specified above.
  2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction or if Tenant is paying the minimum rent, and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the second month following the month in which the change was reported. If the increase is not reported within 10 calendar days, Tenant may be charged with misrepresenting the facts upon which the rent is based.
  3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent or if paying the minimum rent), SMHA shall make a complaint of fraud to the appropriate law enforcement agency. Fraud is a crime of larceny and a crime of this nature involves public funds and therefore will be pursued vigorously through the legal system. (SMHA may apply a rent increase retroactive to the first of the month following the month in which the misrepresentation occurred.)
- (d) Transfers [966.4(c)(3)]

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1. Tenant agrees that if SMHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, SMHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design. This transfer shall occur at Tenant's expense.
2. SMHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit. Transfer will occur at SMHA's expense unless rehabilitation or demolition is caused by Tenant's negligent or adverse action.

If a Tenant makes a written request for special unit features in support of a documented disability, SMHA shall modify Tenant's existing unit unless the modifications exceed what is reasonable. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, SMHA may transfer Tenant to another unit with the features requested at SMHA's expense.

3. A Tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need their unit. This transfer shall occur at Tenant's expense.
4. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by SMHA. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, SMHA may terminate the lease.  
[966.4(c)(3)]
5. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.  
[966.4(c)(4)]
6. SMHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.

**8. SMHA Obligations [966.4(e)] SMHA shall be obligated:**

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary conditions; [966.4(e)(1)]

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- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4(e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4(e)(3)]
- (d) To keep project buildings, facilities, and common areas not otherwise assigned to Tenant for maintenance and upkeep (areas assigned to Tenant for maintenance and upkeep are defined in the Tenant Handbook, which is incorporated into this lease by reference), in a clean and safe condition; [966.4(e)(4)]
- (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 SMHA; [966.4(e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this lease; [966.4(e)(6)]
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4(e)(7)]
- (h) To notify Tenant of the specific grounds for any proposed adverse action by SMHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, imposition of charges for maintenance and repair, or for excess consumption of utilities.) When SMHA is required to afford Tenant the opportunity for a hearing under the SMHA Grievance Procedure for a grievance concerning a proposed action:
  - 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(1)(3) shall constitute adequate notice of proposed adverse action.

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2. In the case of a proposed adverse action other than a proposed lease termination, SMHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. [966.4(e)(8)]

**9. Tenant's Obligations:** Tenant shall be obligated:

- (a) Not to assign the lease or sublease the dwelling unit. [966.4(f)(1)]
- (b) Not to give accommodation to boarders or lodgers; [966.4(f)(2)]
- (c) Not to give accommodation to long term guests (in excess of 14 days per year) without the advance written consent of SMHA.
- (d) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in Part II of the lease, and not to use or permit its use for any other purpose, except as permitted in Part 1(b) of this lease, which references 966.4(d)(1&2).

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms the SMHA's occupancy standards, and so long as SMHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4(d)(3)(i)]

- (e) To abide by necessary and reasonable regulations promulgated by SMHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and are incorporated by reference in this lease. Violation of such regulations constitutes a violation of the lease. [966.4(f)(4)]
- (f) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. Violations of such codes may subject Tenant to fines as indicated in the codes, or some amount of fine not to exceed the maximum defined in the codes. [966.4(f)(5)]
- (g) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use, and areas as defined in the Tenant Handbook, in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free

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from hazards and trash and keeping the yard free of debris, litter and hazards. Snow and ice on porches, walkways and steps in the front and rear of Tenant's apartment shall be removed by Tenant. The exterior grounds immediately in the front and/or the rear of Tenant's unit, as applicable, shall be maintained by Tenant to be free of debris, litter and/or trash. Failure to comply will cause SMHA to remove debris, litter and/or trash and charge Tenant according to the Tenant Charges Schedule.

- (h) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by SMHA. [966.4(f)(7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (i) To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f)(8)]
- (j) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4(f)(9)]
- (k) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests, as defined in the Tenant Charges Schedule. [966.4(f)(10)]
- (l) To act, and cause household members or guests to act in a manner that will:
  - 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
  - 2. Be conducive to maintaining all SMHA projects in a decent, safe and sanitary condition. [966.4(f)(11)]
- (m) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
  - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of SMHA's public housing premises by other residents or employees of SMHA; or

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2. Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purpose of this lease, 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.) [966.4(f)(12)]
  3. 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 Tenants.
  4. To make no alterations or repairs or redecorations to the interior or exterior of the dwelling unit, or to the equipment, nor to install additional equipment or major appliances without written consent of SMHA. To make no changes to locks or install new locks on interior or exterior doors. To use no nails, tacks, screws, brackets or fasteners on any part of the dwelling unit (a reasonable number of picture hangers expected without authorization by SMHA).
- (n) To give prompt prior notice to SMHA, in accordance with Section 12., hereof, of Tenants leaving dwelling unit unoccupied for any period exceeding one calendar week.
  - (o) To act in a cooperative manner with neighbors and SMHA staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and/or SMHA staff.
  - (p) Not to display, use, or possess or allow members of Tenant's household or guests to display, use, or possess any illegal firearms (operable or inoperable), or other illegal weapons as defined by the laws and the courts of the State of New York, anywhere on the property of SMHA.
  - (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises. Removing, damaging or in any way disabling a smoke detector so that it does not operate properly is a violation of SMHA policy and a violation of the law.
  - (r) 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.

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- (s) To refrain from erecting or hanging radio or television antennas or satellite dishes on or from any part of the dwelling unit. Satellite dishes are only allowed inside of a resident's apartment. If Tenant has an existing radio or television antenna or satellite dish contract in place at the time Tenant executes this Lease Agreement, and will incur a penalty fee for prematurely terminating service, then Tenant may keep the antenna or satellite dish installed until the contract period/penalty period expires. Tenant must provide the original contract document that indicates the contract terms, including the penalty fee. If the antenna or satellite dish is in an unsafe condition, or is causing damage to the Authority's property, the dish shall be removed regardless of contract commitments and penalty fee.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of SMHA.
- (u) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the SMHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (v) To remove from SMHA property any vehicles without valid registration and/or inspection stickers. Tenant shall acquire and display on their vehicle(s) (rear window driver side) an SMHA parking permit decal. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by SMHA. Any inoperable or unlicensed vehicle as described above will be removed from SMHA property at Tenant's expense. Automobile repairs are not permitted on project site, except as may be defined in the Tenant Handbook.
- (w) To remove any personal property left on SMHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by SMHA. Costs for storage and disposal shall be assessed against the former Tenant.
- (x) To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THEIR DWELLING UNIT**, and of known unsafe or unsanitary



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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 shall be considered to contribute to any damage that occurs, and Tenant will be charged for the additional damage.

- (y) Not to commit any larceny by way of fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease, with the exception of overlap between the Low Rent and Housing Choice Voucher programs that may be allowed by regulation.
- (z) To pay on time any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (aa) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the SMHA) unless the requirement is waived 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.
- (bb) Energy Conservation: Tenant shall adhere to all energy conservation requirements in this lease and any other energy conservation policy that may be added to the Authority's Admissions and Continued Occupancy Policy.

**10. Defects Hazardous to Life, Health or Safety:** In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [966.4(h)]

### **1. SMHA Responsibilities:**

- (a) SMHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]
- (b) SMHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. SMHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. [966.4 (h)(3)]

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- (c) Tenant shall accept any replacement unit offered by SMHA.
- (d) In the event SMHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4 (h)(4)]
- (e) If SMHA determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

## **2. Tenant Responsibilities:**

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4 (h)(1)]
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by SMHA, during the time in which the defect remains uncorrected.

## **3. Move-in and Move-out Inspections:**

- (a) Move-in Inspection: SMHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. SMHA will give Tenant a written agreement of the condition of the dwelling unit, both inside and outside, specifically noting any existing defects or damage, and note any equipment provided with the unit. The agreement shall be signed by SMHA and Tenant and a copy of the agreement retained in Tenant's folder. [966.4 (i)] SMHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- (b) Move-out Inspection -- SMHA will inspect the unit after Tenant provides notice of intent to vacate, and give Tenant a written itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from the tenant's deposit, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to SMHA. [966.4(i)]

## **11. Entry of Premises During Tenancy**

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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**(a) Tenant Responsibilities:**

1. Tenant agrees that the duly authorized agent, employee, or contractor of SMHA will be permitted to enter Tenant's dwelling during reasonable hours (7:30 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]  
Written notice specifying reason for entry and delivered to the unit at least two (2) days in advance constitutes "reasonable" notification.
2. When Tenant calls to request maintenance on the unit, SMHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when SMHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

**(b) SMHA's Responsibilities:**

1. SMHA shall give Tenant at least 48 hours written notice that SMHA intends to enter the unit. SMHA may enter only at reasonable times. [966.4 (j)(1)]
2. SMHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, SMHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j)(3)]

## 12. Notice Procedures

- (a) Tenant Responsibility:** Any notice to SMHA must be in writing, delivered to the Project Office or to SMHA's central office, or sent by prepaid first-class mail, properly addressed. [966.4(k)(1)(ii)]
- (b) SMHA Responsibility:** Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail properly addressed to Tenant. [966.4 (k)(1)(i)]
- (c)** Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- (d) If Tenant is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

**13. Termination of the Lease:** In terminating the Lease, the following procedures shall be followed by SMHA and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in Section 9 above, or for other good cause. [966.4 (l)(2)] Such serious or repeated violation of terms shall include but not be limited to:

1. The failure to pay rent or other payments when due; [966.4 (l)(2)]
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges when due, and as a result thereof Tenant receives four or more fourteen day notices, and Order, Warrant & Judgments, within a twelve (12) month period to appear in court for failure to pay rent or other charges, shall constitute a serious or repeated violations of material terms of the Lease.
3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4 (l)(2)]
4. Misrepresentation of family income, assets, or composition; [966.4 (c)(2)]
5. 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. [966.4 (c)(2)]
6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 (l)(2)]
7. Criminal activity by 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 SMHA's public housing premises by other residents, or any drug-related criminal activity. [966.4 (l)(2)]
8. Offensive weapons or illegal drugs seized in a SMHA unit; [966.4 (l)(2)]

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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9. Any fire on SMHA premises caused by carelessness or unattended cooking. [966.4 (1)(2)]
10. Being over the income limit for the program
11. Discovery after admission that made the tenant ineligible
12. Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;
13. Failure or a family member to comply with service requirement provisions of 24 CFR 960 F – (as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month lease term);
14. Failure to accept SMHA's offer of a lease revision to an existing lease: that is on a form adopted by SMHA in accordance with §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.

**(b)** SMHA shall give written notice of the proposed termination of the Lease of:

1. 14 days in the case of failure to pay rent;
2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation:
  - a. When the health or safety of other resident, SMHA staff, or persons residing in the immediate vicinity of the premises is threatened; or
  - a. If any member of the household has engaged in any drug related criminal activity or violent criminal activity; or
  - b. If any member of the household has been convicted of a felony.
3. 30 days in any other case. [966.4 (1)(3)(i)(A), (B) & (C)]

**(c)** The notice of termination:

1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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reply as he/she may wish, and Tenant's right to examine SMHA documents directly relevant to the termination or eviction.

[966.4(1)(3)(ii)] When SMHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with SMHA's grievance procedures. [966.4 (1)(3)(ii)]

2. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. [966.4(1)(3)(iii)] The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
  3. When SMHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under SMHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (1)(3)(iv)]
  4. When SMHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and SMHA has decided to exclude such grievance from SMHA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by SMHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 (1)(3)(v)]
  5. SMHA may evict Tenant from the unit only by bringing a court action. [966.4 (1)(4)]
- (d) Tenant may terminate this Lease at any time by giving one full calendar month written notice as described in Section 12, above. (Ex: Proper written notice given on February 15, Tenant vacate date is March 31, and Tenant is obligated to pay full month rent for March)
- (e) In deciding to evict for criminal activity, SMHA shall have discretion to consider (or not to consider) all of the circumstances of the case,

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, SMHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. SMHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (l)(5)]

- (f) When a SMHA evicts a Tenant from a dwelling unit for criminal activity SMHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 (l)(5)(ii)]

**14. Waiver:** No delay or failure by SMHA in exercising any right under this lease agreement, 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.

**15. Housekeeping Standards:** In an effort to improve the livability and conditions of the apartments owned and managed by SMHA, uniform standards for resident housekeeping have been developed for all Tenant families.

- (a) **SMHA Responsibility:** The standards that follow will be applied fairly and uniformly to all Tenants. SMHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection SMHA will notify Tenant in writing if he/she fails to comply with the standards. SMHA will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, SMHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.
- (b) **Tenant responsibility:** Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

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## Housekeeping Standards: Inside the Apartment

### General—

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: 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) Doors: 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) Heating registers, vents, radiators, etc., should be clean and unblocked by furniture.
- (9) Trash: shall be disposed of properly and not left in the unit.
- (10) Entire unit should be free of rodent or insect infestation.

### Kitchen—

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator and freezer: Door(s) should close properly and be clean. The inside and outside of the refrigerator must be kept clean. Door gaskets that seal the cold air in must be cleaned frequently to prevent damage to them. Dirty gaskets can stick and cause them to pull away from the refrigerator.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop 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 and/or Range Hood: 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 a 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.



## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust, and shall not be disconnected.
- (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 volatile or flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

### **(c) Housekeeping Standards: Outside the Apartment**

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards, including snow and ice. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards, including snow and ice.
- (4) Sidewalks: should be clean and free of hazards, including snow and ice.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs 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.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

**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.  
(SIGNATURE REQUIRED ON PART II OF THE LEASE.)**

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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## PART II: RESIDENTIAL LEASE AGREEMENT

**THIS AGREEMENT** is executed between the Schenectady Municipal Housing Authority (herein called "SMHA"), and \_\_\_\_\_ (herein called "Tenant"), and becomes effective as of this date: \_\_\_\_\_ [966.4 (a)]

**(1) Unit:** That the SMHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit located at \_\_\_\_\_

(and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant unit number is: \_\_\_\_\_. [966.4 (a)]

**(2) Household Composition:** The Tenant's household is composed of the individuals listed below. Other than the Head or Spouse each household member should be listed by age, oldest to youngest. [966.4 (a)(2)] All members of the household over age 18 shall execute the lease.

Name	Relationship	Age & Birth Date	Social Security #
1.	Head		
2.			
3.			
4.			
5.			
6.			
7.			
8.			

**(3) Term:** The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease.

**(4) Rent:** Initial rent (prorated for partial month) shall be \$ \_\_\_\_\_ and, if applicable, the Tenant shall receive the benefit of \$ \_\_\_\_\_ from SMHA for Utility Reimbursement (for partial month) paid to the Tenant for the period beginning \_\_\_/\_\_\_/\_\_\_ and ending at midnight on \_\_\_/\_\_\_/\_\_\_.

Thereafter, rent in the amount of \$ \_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) day of said month. A utility reimbursement of \$ \_\_\_\_\_ per month (if applicable) shall be paid to the Tenant or to the utility supplier by SMHA for the Tenant. [966.4 (b)(1)]

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- This is the flat rent for the Premises.
- This rent is based on the income and other information reported by the Resident.
- This rent is the Minimum Rent of \$50.

**(5) Anniversary Date:** Annual rent and family composition redetermination will be effective on Tenant's Anniversary Date. The Anniversary Date is the first calendar day of the month in which this Lease became effective, per the effective date listed in Part II of this Lease. (Example: If the Lease effective date is December 9, 2009: Anniversary Date is December 1; annual rent adjustment will be effective on December 1.)

**(6) Utilities and Appliances:** SMHA-Supplied Utilities [966.4 (b)(1)] If indicated by an (X) below, SMHA provides the indicated utility as part of the rent for the premises:  
(X) Electricity (X) Natural Gas (X) Heating Fuel (X) Water (X) Sewerage ( ) Other:

If indicated by an (X) below, SMHA shall provide the following appliances for the premises: (X) Cooking Range (X) Refrigerator

**(7) Utility Allowances:** Tenant-Paid Utilities [5.632] If indicated by an (X) below, SMHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$ \_\_\_\_\_ for the following utilities paid directly by the Tenant to the Utility supplier:  
(X) Electricity (X) Gas (X) Heat ( ) Water ( ) Sewerage ( ) Trash removal ( ) Tenant-supplied cooking range ( ) Tenant-supplied refrigerator

**(8) Charges for Excess Appliances** (Not applicable to Tenants who pay utilities directly to utility supplier.) Charges for excess appliances are due per the following: [966.4(b)(2)]

**Air Conditioners:** An additional charge of \$20 per month per A/C unit will be payable **for each month of occupancy** that an air conditioner is installed in a window in the premises. (Window mount or window exhaust air conditioners may be installed only during the period of June 1 through September 30. Window mount or window exhaust air conditioners installed during the period October 1 through May 31 may be removed by SMHA personnel, at which time a charge of \$20 per air conditioner removed will be assessed on Tenant. If a doctor provides a prescription that Tenant requires an air conditioner during the restricted months, an air conditioner will be allowed, and a \$20 per month charge will be assessed for each month the air conditioner is installed.)

**Other Appliances:** an additional charge of \$10.00 per month will be assessed for each month of occupancy for each excess appliance on the premises:

\$10.00 - Freezer

\$10.00 - Extra Refrigerator

\$10.00 - Clothes Washer

\$10.00 - Clothes Dryer

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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**(9) Security Deposit:** Tenant agrees to pay as a security deposit. See Part I of this lease for information on treatment of the Security Deposit. [966.3 (b)(5)]

**(10) Lead Safety:** The SMHA shall provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the lease.

**(11) THE LEASED PREMISES IS NOT SERVICED BY A MAINTAINED AND OPERATIVE SPRINKLER SYSTEM.** Common areas may have sprinkler systems that are serviced and inspected annually.

**(12) Execution:** By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT: _____	DATE: _____
CO-TENANT: _____	DATE: _____
CO-TENANT: _____	DATE: _____
CO-TENANT: _____	DATE: _____
SMHA REPRESENTATIVE: _____	DATE: _____
WITNESS: _____	DATE: _____

### 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 SMHA before execution of the lease, or before SMHA approval for occupancy of the unit by the Household member, as indicated in a signed statement provided by me.

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

\_\_\_\_\_  
Tenant's Signature Date

\_\_\_\_\_  
Date

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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## ATTACHMENTS:

This Lease consists of Part I and Part II, and the following list of attachments that are made a part of the lease by reference. By executing this Lease Tenant certifies receipt of all the attachments listed below. Any attachment may be modified from time to time by SMHA provided that SMHA shall give at least 30-day written notice to each affected Tenant setting forth the proposed modification, the reasons thereof, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by SMHA prior to the proposed modification becoming effective. A copy of such notice shall be: (a) Delivered directly or mailed to each Tenant; or (b) Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. [24CFR966.5]

- Lease Attachment 1: Public Housing Grievance Procedure
- Lease Attachment 2: Community Service and Self-Sufficiency Policy
- Lease Attachment 3: Pet Ownership Policy
- Lease Attachment 4: Special Charges to Tenants for Repair of Damages
- Lease Attachment 5: Violence Against Women Act Policy (VAWA)
- Lease Attachment 6: Tenant Handbook

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Lease Addendum 1: Smoke Free Policy and Lease Addendum

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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## Lease Attachment 1 Public Housing Grievance Procedure

### **I. Definitions applicable to the grievance procedure: (§ 966.53)**

- A. Grievance: Any dispute a Tenant may have with respect to SMHA action or failure to act in accordance with the individual Tenant's lease or SMHA regulations that adversely affects the individual Tenant's rights, duties, welfare or status.
- B. Complainant: Any Tenant (as defined below) whose grievance is presented to the SMHA (at the central office or the development office) in accordance with the requirements presented in this procedure.
- C. Elements of due process: An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - 1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
  - 2. Right of the Tenant to be represented by counsel;
  - 3. Opportunity for the Tenant to refute the evidence presented by the SMHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
  - 4. A decision on the merits of the case.
- D. Hearing Officer: A person selected in accordance with and this procedure to hear grievances and render a decision with respect thereto.
- E. Hearing Panel: A three member panel selected in accordance with and this procedure to hear grievances and render a decision with respect thereto.
- F. Tenant: The adult person (or persons other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the SMHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
- G. Resident Organization: An organization of residents, which also may include a resident management corporation.

### **II. Applicability of this grievance procedure (966.51)**

In accordance with the applicable Federal regulations (**24 CFR § 966.50**) this grievance procedure shall be applicable to all individual grievances (as defined in Section I above) between Tenant and the SMHA with the following exceptions:

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- A. The SMHA grievance procedure shall not be applicable to disputes between Tenants not involving the SMHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the SMHA's Board of Commissioners.
- B. Any grievance concerning a termination of tenancy or eviction that involves:
  - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of SMHA's public housing premises of other residents or employees of SMHA;
  - b. Any violent or drug related criminal activity on or off SMHA's public housing premises; or
  - c. Any criminal activity that resulted in felony conviction of a household member.

This grievance procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations.

Any changes proposed in this grievance procedure must provide for at least 30 days notice to Tenants and Resident Organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the SMHA before any revisions are made to the grievance procedure.

### **III. Informal settlement of a grievance [966.54]**

Any grievance must be personally presented, either orally or in writing, to the SMHA's central office or the management office of the development in which the complainant resides **within ten days after the grievable event.**

Grievances related to complaints about operational matters that are received by the SMHA's central office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the Executive Director.

As soon as the grievance is received, it will be reviewed by the management office of the development to be certain that neither of the exclusions in paragraphs II.A or II.B above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the SMHA's grievance procedure, with the reason thereof.

If neither of the exclusions cited above apply, the complainant will be contacted within ten working days to arrange a mutually convenient time to meet so the grievance may be discussed informally and settled without a formal grievance hearing. At the informal hearing the complainant will present the grievance and the Executive Director or designee or the person in charge of the management office will attempt to settle the grievance to the satisfaction of both parties.

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Following the informal discussion, the SMHA shall prepare and either hand deliver or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons thereof, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Tenant's file. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion.

#### **IV. Formal Grievance Hearing**

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a formal grievance hearing to the management office of the development where Tenant resides **no later than five working days after the summary of the informal hearing is received.**

The written request shall specify:

- The reasons for the grievance;
- The action of relief sought from the SMHA; and
- Several dates and times when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, SMHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, SMHA and the hearing officer or hearing panel. The hearing shall be scheduled promptly for a time and place reasonably convenient to both the complainant and SMHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate SMHA official.

If the complainant fails to request a hearing within five working days after receiving the summary of the informal hearing, the SMHA's decision rendered at the informal hearing becomes final and the SMHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he failed to proceed in accordance with this procedure.

Failure to request a grievance hearing does not affect the complainant's right to contest the SMHA's decision in a court hearing.

#### **V. Selecting the Hearing Officer or Hearing Panel**

A grievance hearing shall be conducted by an impartial person or persons appointed by the SMHA after consultation with the SMHA Resident Advisory Board ("SMHA RAB"), as described below:

- A. The SMHA Executive Director or Designee shall nominate a slate of impartial persons to sit as hearing officers or hearing panel members.



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The SMHA Executive Director or Designee will check with each nominee to determine whether there is an interest in serving as a hearing officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical will be withdrawn and other names will be substituted.

- B. A slate of potential hearing officers or hearing panel members nominated by the SMHA shall be submitted to the SMHA RAB. Written comments from the SMHA RAB shall be considered by the SMHA before the nominees are appointed as hearing officers or panel members.
- C. When the comments from SMHA RAB have been received and considered, the nominees will be informed that they are the SMHA's official grievance hearing committee. SMHA will subsequently contact committee members in random order to request their participation as hearing panel members or hearing officers.

### **VI. Escrow deposit required for a hearing involving rent**

Before a hearing is scheduled in any grievance involving the amount of rent which the SMHA claims is due under this lease, the complainant shall pay to the SMHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an SMHA escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel.

This requirement will not be waived by the SMHA unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption or the Tenant's welfare benefits have been reduced for welfare fraud or failure to comply with economic self sufficiency requirements. **In these cases only**, rent need not be escrowed.

### **VII. Scheduling hearings**

When a complainant submits a timely request for a grievance hearing, the SMHA will immediately contact hearing panel members or hearing officers in random order to request their participation until one is available on the date and at the time arranged.

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Once the hearing panel or hearing officer have agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and hearing panel members or officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

### **VIII. Procedures governing the hearing [966.56]**

The hearing shall be held before a hearing panel or hearing officer. The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing any SMHA documents, including records and regulations, that are directly relevant to the hearing. The Tenant shall be allowed to copy any such document at the Tenant's expense. If the SMHA does not make the documents available for examination upon request by the complainant, the SMHA may not rely on such documents at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.
- C. The right to a private hearing unless the complainant requests a public hearing.
- D. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by the SMHA or project management, and to confront and cross examine all witnesses upon whose testimony or information the SMHA or project management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the SMHA must sustain the burden of justifying the SMHA action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the hearing panel or officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The hearing panel or officer shall require the SMHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in exclusion

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from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The complainant or the SMHA may arrange in advance, at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

The SMHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant which is required under this procedure must be in an accessible format.

If a hearing panel member or officer fails to disqualify himself/herself as required in Section V.A, the SMHA may remove the panel member or officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new hearing panel or officer.

### **IX. Failure to appear at the hearing**

If the complainant or the SMHA fails to appear at the scheduled hearing, the hearing panel or officer may make a determination to postpone the hearing **for not to exceed five business days**, or may make a determination that the party has waived his right to a hearing.

Both the complainant and the SMHA shall be notified of the determination by the hearing panel or officer; provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the SMHA's disposition of the grievance in court.

### **X. Decision of the hearing panel or officer [966.57]**

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the SMHA.

The SMHA shall retain a copy of the decision in the Tenant's folder. SMHA will maintain a log of all hearing officer decisions and make that log available upon request of the hearing officer, a prospective complainant, or a prospective complainant's representative.

The decision of the hearing panel or officer shall be binding on the SMHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the SMHA's Board of Commissioners determines, and promptly notifies the complainant of its determination that:

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A. The grievance does not concern SMHA action or failure to act in accordance with or involving the complainant's lease or SMHA regulations, which adversely affect the complainant's rights, duties, welfare or status.

B. The decision of the hearing panel or officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the SMHA.

C. A decision by the hearing panel or officer or Board of Commissioners in favor of the SMHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later.

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## Lease Attachment 2 **Community Service and Self Sufficiency Policy**

### INTRODUCTION

The Quality Housing and Work Responsibility Act of 1998, as amended, mandates that every non-exempt adult resident of public housing is required to perform eight (8) hours of community service each month or participate in a self-sufficiency program for at least eight (8) hours each month or a combination of the two totaling at least eight (8) hours each month. The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification. These requirements will be referred to as CSSR in the policy (Community Service and Self-Sufficiency Requirements).

### A. EXEMPT RESIDENTS

Residents exempt from the requirement are those who are:

1. 62 years of age or older;
2. a) Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, he/she is unable to comply with the service provisions of this subpart, or  
b) Is a primary caretaker of such individual;
3. Engaged in work activities. In order for an individual to be exempt from the CSSR requirement because he/she is “engaged in work activities,” the person must be participating, at a minimum of 30 hours per week, in an activity that meets one of the following definitions of “work activity” contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
  - a) Unsubsidized employment;
  - b) Subsidized private-sector employment;
  - c) Subsidized public-sector employment;
  - d) Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - e) On-the-job-training;
  - f) Job-search;
  - g) Community service programs;
  - h) Vocational educational training (not to exceed 12 months with respect to any individual);
  - i) Job-skills training directly related to employment;

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- j) Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
  - k) Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;
- 4. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State including a State-administered Welfare-to-Work program; or,
  - 5. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.
  - 6. HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the State. Therefore, if a resident is a member of a family receiving assistance under SNAP, and has been found by the administering State to be in compliance with the program requirements, that resident is exempt from the CSSR.

### **B. PROCESS FOR DETERMINING WHICH RESIDENTS ARE EXEMPT**

In compliance with nondiscriminatory and equal opportunity requirements of Federal, state and local laws, and HUD rules regulating CSSR, SMHA will determine which residents are subject to or exempt from the CSSR.

For each resident whose name appears on the Lease Agreement that is at least eighteen (18) years of age, if a resident claims an exemption from the CSSR, the head of household must show third-party documentation that the resident claiming exemption meets one of the exemption classifications set forth in Section A of this policy. All adult residents not claiming an exemption or who do not have proof that they are exempt will be deemed eligible to perform the CSSR.

For purposes of CSSR exemption, third-party documentation may include, but is not limited to:

- 1. A birth certificate or some other form of government identification;
- 2. Some form of verification of disability as defined under 216 or 1614 under the 1982 Social Security Act and a written certification from the person claiming the disability that because of the disability she or he cannot comply with the CSSR.

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3. A written certification that the resident is the primary caretaker for a disabled family member and the documents certifying the disability of the family member for whom care is being provided.
4. Proof of employment.
5. Proof of exemption from having to work under a State program funded under Part A of title IV of the Social Security Act.
6. Proof of participation in the State of New York's Welfare to Work program.

SMHA makes the final determination whether to grant an exemption from CSSR. If a Resident does not agree with SMHA's determination, the resident may dispute the decision through SMHA's Grievance Procedure.

### C. PROCESS FOR DETERMINING CHANGES TO EXEMPT STATUS

When a non-exempt resident becomes exempt, it is his or her responsibility to report this to SMHA and provide third-party documentation. When an exempt Resident becomes non-exempt, he or she shall report this to SMHA within fourteen (14) days.

### D. COMMUNITY SERVICE

Eligible community service activities include, but are not limited to, serving at:

1. Local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks, (distributing either donated or commodity foods), faith based organizations or clothes closets (distributing donated clothing);
2. Nonprofit organizations serving SMHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
3. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
4. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance

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the environment, historic resources, cultural identities, neighborhoods or performing arts;

5. SMHA housing to improve grounds or provide gardens (so long as such work does not alter SMHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with SMHA-run self-sufficiency activities including supporting computer learning centers; and,
6. Care for the children of other residents so parents may volunteer.
7. Residents may perform community service on SMHA property or with or through SMHA programs to assist with or enhance work done by a SMHA employee.

### E. SELF-SUFFICIENCY

Eligible self-sufficiency activities include, but are not limited to:

1. Job readiness or job training while not employed;
2. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
3. Higher education: Residents who are students of a college or university meet the CSSR requirement as long as their educational activities total at least ninety-six (96) hours per year. Educational activities include class participation in classes, studying, and other activities related to course curriculum while a college student.
4. Apprenticeships (formal or informal);
5. Substance abuse or mental health counseling;
6. Reading, financial and/or computer literacy classes;
7. English as a second language and/or English proficiency classes;
8. Budgeting and credit counseling.



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### F. THIRD-PARTY VERIFICATION

All residents performing community service activities or who are participating in an economic self-sufficiency program must show written proof, on a standardized form provided by SMHA, of CSSR activities performed over the last twelve (12) months. The standardized form shall have places for signature confirmation by supervisors, instructors, or counselors certifying the number of hours contributed, and must have the certifying official's telephone number. Additional supporting documentation may be requested of the resident to verify CSSR participation or exempt status. Copies of the certification forms and supporting documentation shall be retained in SMHA files.

### G. RESIDENT RESPONSIBILITIES AT LEASE EXECUTION

At lease execution, all adult Residents must:

1. Provide documentation, if applicable, that they qualify for an exemption; and,
2. Sign a certification that they have received and read the CSSR policy and understand that if they are not exempt, failure to comply with CSSR will result in nonrenewal of their lease, per 24 CFR 966.4(l)(2)(iii)(D).

### H. RESIDENT RESPONSIBILITIES AT REEXAMINATION

No later than thirty (30) days prior to the date of the resident's next annual reexamination of income and family composition, each nonexempt family member must present documentation of activities performed over the previous 12 months, pursuant to Section F, Third-Party Verification.

### I. ANNUAL REVIEW OF CSSR COMPLIANCE

SMHA's annual review to verify CSSR compliance will be conducted at least thirty (30) days before the end of the twelve (12) month Lease Agreement term. SMHA will retain documentation of each non-exempt resident's performance in complying with this policy or, if applicable, exemption status, in the Resident's file.

### J. NON-COMPLIANT RESIDENTS

SMHA annually reviews resident compliance at least thirty (30) days prior to the end of the twelve-month lease. If SMHA finds a resident is noncompliant with CSSR, then written notice from SMHA to the resident shall state:

1. Briefly describe the finding of non-compliance with CSSR.
2. State that SMHA will not renew the resident's Lease Agreement at the end of the twelve (12) month Lease Agreement term unless:
  - (a) Noncompliant resident enters into a written CSSR Compliance Agreement with SMHA to cure such noncompliance, or

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(b) The head of household provides written assurance, satisfactory to SMHA, that the noncompliant resident no longer resides in the household.

3. State that the resident may request a grievance hearing on the determination, in accordance with 24 CFR Part 966, subpart B, and that the resident may exercise any available judicial remedy to seek timely redress for SMHA's non-renewal of the lease because of such determination.

### K. CSSR COMPLIANCE AGREEMENT

If a non-exempt adult resident violates the CSSR, upon expiration of the Lease Agreement, SMHA will not renew the resident's Lease Agreement unless the head of household and any noncompliant resident enters into a written CSSR Compliance Agreement with SMHA, in the form and manner required by SMHA, to cure the noncompliance by completing the additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the twelve (12) month term of the new Lease Agreement;

The head of household shall certify to SMHA that all other non-exempt family members are currently in compliance or are no longer residing in the household.

If a non-exempt resident violates the requirements of the CSSR Compliance Agreement, at the expiration of the twelve (12) month term covered by the agreement, SMHA will not renew the Lease Agreement and the family will be subject to eviction proceedings.

### L. ENFORCEMENT DOCUMENTATION

Should a resident refuse to sign a written Compliance Agreement, or fail to comply with the terms of the Compliance Agreement, SMHA will not renew the lease at the end of the current 12-month lease term due to the fact that the family is failing to comply with lease requirements. When initiating this action, SMHA will provide the following procedural safeguards:

1. Adequate notice to the resident of the grounds for terminating the tenancy and for non-renewal of the lease;
2. Right of the resident to be represented by counsel;
3. Opportunity for the resident to refute the evidence presented by SMHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,
4. A decision on the merits.

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## Lease Attachment 3 **Pet Ownership Policy**

### **1) Introduction**

In accordance with HUD regulations, SMHA will attempt to accommodate pet owning applicants and Tenants according to our eligibility, selection, admissions and pet ownership policies. In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements; valid license must be filed with SMHA. A certification signed by a licensed veterinarian or state or local official shall be annually filed with SMHA to attest to the inoculations.

### **2) Assistive Animals**

This policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy of this housing authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The Schenectady Municipal Housing Authority will verify the existence of the disability, and the need for the accommodation— if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the Schenectady Municipal Housing Authority is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

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### 3) **Pet Defined**

SMHA will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, caged rodent or fish in aquariums will be allowed in units. Common household pets do not include reptiles. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

Commercial breeding of any animal is prohibited.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

### 4) **Approval**

Residents must have the prior written approval of SMHA before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before SMHA will approve the request. Residents must give SMHA a picture of the pet so it can be identified. Temporary care of animals on the premises, such as pet-sitting, is prohibited.

### 5) **Pet Deposit**

A pet deposit of **\$100.00** is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. If more than one pet is approved, a separate deposit is required for each pet. The deposit must be paid in full in advance of bringing a pet into an apartment.

### 6) **Designated Prohibited Areas**

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if SMHA designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of approved assistive animals, no pets shall be allowed in community rooms, community room kitchens, laundry rooms, public bathrooms, lobbies, hallways, playgrounds or offices in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/(building(s)). This shall be implemented based on demand for this service.

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### 7) Requirements Placed on Pet Owners

Only one (1) pet per apartment is allowed at any time unless permission is granted for additional pets by SMHA. Any request for additional pets shall be in writing stating the special conditions that exist to justify keeping more than one pet.

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements; valid license must be filed with SMHA. A certification signed by a licensed veterinarian or state or local official shall be annually filed with SMHA to attest to the inoculations.

At SMHA's request, a Tenant shall provide a statement from their physician verifying Tenant's ability to care for a pet.

Tenants owning a cat shall provide in the apartment a litter tray for the animal's use. Waste is to be separated daily, placed in a properly wrapped, non-absorbent bag and properly disposed of. Cat litter shall be changed frequently to avoid unsanitary conditions. Under no circumstances shall cat litter be flushed down any toilet or other household drain.

Any Tenant who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and SMHA reserves the right to exterminate and charge the resident.

A pet owner shall physically control or confine his/her pet during the times when SMHA employees, agents of SMHA or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from SMHA's property within 24 hours of written notice from SMHA. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from SMHA. The pet owner may also be subject to termination of his/her dwelling lease.

SMHA's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

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The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or SMHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets that make noise continuously, including but not limited to barking, and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

### **8) Restrictions on Certain Pets**

The keeping of snakes, turtles, or any other reptiles is prohibited.

Any animal deemed to be potentially harmful or dangerous to the health or safety of others, including but not limited to attack or fight trained dogs, is prohibited.

Dogs weighing more than twenty (20) pounds at maturity are prohibited. SMHA shall not be responsible for forecasting the weight of a dog that is not full grown. If a growing dog weighing 20 pounds or less is approved by SMHA, and the dog matures to a weight greater than 20 pounds, the dog will be in the prohibited weight class and must be removed from SMHA property.

Fish tanks in excess of ten (10) gallons are prohibited.

### **9) Removal of Pets**

SMHA, or an appropriate community authority, shall require the removal of any pet from an apartment or other SMHA property if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the property or of other persons in the community where the project is located, including SMHA staff and Contractors, or if the health and safety of the pet is at risk.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, SMHA has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends can claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the original pet owner, or the new pet owner.

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## Schenectady Municipal Housing Authority Authorization for Pet Ownership Form

(Please fill out a form for each pet)

Pet Owner's Name: \_\_\_\_\_

Pet Owner's Address \_\_\_\_\_

Home telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_

Pet's Name: \_\_\_\_\_

Type or Breed \_\_\_\_\_

Sprayed or Neutered? \_\_\_\_\_

License or ID Number: \_\_\_\_\_

Veterinarian Utilized: \_\_\_\_\_

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

Emergency Caregiver for the Pet: \_\_\_\_\_

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

**I have read and understand the rules governing pets and I and all members of my household promise to fully comply.**

Signature of Pet Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Please attach to this form the following:

- Picture of the Pet
- Municipal License
- Inoculations Certification, including Rabies

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## Lease Attachment 4

### **Special Charges to Tenants for Repair of Damages**

The Tenant shall be obligated to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the Tenant, a member of the household or a guest. [24CFR966.4] “Wear and Tear” is defined as: Natural wear and tear means deterioration or depreciation in value by ordinary and reasonable use of the subject-matter. (Source: Black’s Law Dictionary)

This schedule of special charges for repairs is incorporated into the lease by reference, and shall be publicly posted in a conspicuous manner in the Project Manager’s Office and shall be furnished to applicants and Tenants on request. This schedule may be modified from time to time by SMHA provided that SMHA shall give at least 30-day written notice to each affected Tenant setting forth the proposed modification, the reasons thereof, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by SMHA prior to the proposed modification becoming effective. A copy of such notice shall be: (a) Delivered directly or mailed to each Tenant; or (b) Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. [24CFR966.5]

**Charges:** The Tenant shall be charged for the cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. Negligent damage includes noncompliance with preparation instructions for eradication of pests. When SMHA 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 the Schedule of Maintenance Charges posted by SMHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to SMHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

Apartment Key Replacement:	\$20 or actual cost if greater
Key Fob replacement:	\$20 or actual cost if greater
Lock Change at Tenant’s Request:	\$50 or actual cost for labor & materials if greater
Apartment Lock Out:	\$38 or actual cost for labor & materials if greater
Plugged Toilet/Resident Neglect:	\$35 or actual cost for labor & materials if greater
Replacement Mailbox key:	\$5 or actual cost if greater
Replacement Lobby door Key:	\$5 or actual cost if greater
Replacement Compactor Door key:	\$5 or actual cost if greater

Examples of intentional or negligent damage where the cost of repair will be charged based on the actual cost to SMHA for the labor and materials needed to complete the work (this is not a complete list – for example purposes only): Range/Stove Cleaning and/or Repair; Refrigerator Cleaning and/or Repair; Wall/Ceiling/Floor/Door Repair; Smoke Detector Replacement/Repair;



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thermostat adjustment to proper settings due to tampering, proper apartment preparation for eradication of pests as defined by a pest control professional.

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## Lease Attachment 5

Schenectady Municipal Housing Authority  
**SMHA VIOLENCE AGAINST WOMEN ACT POLICY**  
Updated 5/30/2017

Applicable to the following programs:

Public Housing Program  
Section 8 Programs  
Shelter Plus Care Program

### **1.0 Purpose**

The purpose of this policy is to implement the requirements of the Violence Against Women Act (“VAWA”) with respect to the responsibilities of the Schenectady Municipal Housing Authority (“SMHA”) to reduce domestic violence, dating violence, sexual assault and stalking and to prevent the victims of such violence from becoming homeless by:

- a) Protecting victim access to affordable housing
- b) Protecting the safety of victims
- c) Creating long-term housing solutions for victims
- d) Promoting collaborative action between victim service providers and SMHA
- e) Assisting SMHA to respond appropriately to the victim(s) while maintaining a safe environment for our employees, other agency employees who work at our sites, applicants, PH tenants, Section 8 participants, Shelter Plus Care participants and others who might be affected by our actions as a housing authority.

SMHA shall not discriminate against an applicant, public housing resident, Section 8 program participant, Shelter Plus Care participant, or other program participant on the basis of the rights or privileges provided under the VAWA.

Protections under this policy are available to all victims regardless of sex, gender identity, or sexual orientation.

This policy shall be incorporated into the SMHA Admissions and Continued Occupancy Policy manual, the SMHA Section 8 Administrative Plan, the SMHA Lease Agreement and the SMHA Shelter Plus Care Policy Manual.

### **2.0 Definitions**

Definitions in this section apply only to this policy.

- 2.1 Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence

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of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship.

- 2.2 **Domestic Violence**: Includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- 2.3 **Affiliated Individual**: With respect to an individual: a spouse, parent, brother, sister or child of that individual, or an individual to whom that individual stands in loco parentis, or any individual, tenant, or lawful occupant living in the household of that individual.
- 2.4 **Sexual Assault**: Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
- 2.5 **Stalking**: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to: 1) Fear for the person's individual safety or the safety of others; or 2) Suffer substantial emotional distress.
- 2.6 **Victim**: Is a person who is the victim of domestic violence, dating violence, sexual assault or stalking under this Policy and who has completed the certification referred to in Section 3.0 of this policy statement in a complete and timely fashion.

### **3.0 Notifications, Certification and Confidentiality**

- 3.1 **Notifications**: All applicants, tenants and participants of SMHA housing programs will be provided HUD-5380, "Notification of Occupancy Rights Under the Violence Against Women Act (VAWA)" and HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documents" at the following times:
- a) at the time of denial of assistance or admission
  - b) at the time of providing assistance or admission
  - c) at any eviction or termination
  - d) at recertification or lease renewal
- 3.2 **HUD Approved Certification**: For each incident where a person is claiming victim status, that person shall certify to SMHA their victim status by completing a HUD approved certification form (form HUD-5382). The person shall certify the date, time and description of the incident(s), that the incident(s) are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy.

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The person shall provide information to identify the perpetrator including but not limited to the name, only if the name of the perpetrator is safe to provide and is known (and any and all known aliases), date of birth, address, contact information such as postal, e-mail or internet address, telephone or fax number and other pertinent information.

- 3.3 Other Certification: In lieu of providing a HUD certification, a person who is claiming victim status may provide to SMHA:
- a) documentation signed by the victim and an employee/agent/volunteer of a victim services provider, an attorney, mental health professional or a medical professional from who the victim has sought assistance relating to domestic violence, dating violence, sexual assault or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. Sec. 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse or meet the requirements found in the VAWA; or
  - b) a Federal, State, tribal, territorial, administrative agency, local police or court record.
  - c) at the discretion of SMHA, a statement or other evidence provided by the applicant, tenant or participant.
- 3.4 Failure to provide Certification: The person claiming victim status shall provide complete and accurate certification to SMHA within 14 business days after SMHA requests in writing that the person complete the certification. Failure to provide a complete and accurate certification within the 14 business days, will result in the loss of protections under VAWA and this policy against a proposed adverse action. SMHA may, at its discretion extend the 14 business day deadline.
- 3.5 Conflicting Information: If SMHA receives a certification or information containing conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), SMHA may request that the applicant, tenant or participant provide third-party documentation within thirty (30) calendar days in order to resolve the conflict. Failure to provide third-party documentation where there is conflicting information will result in the loss of protection under VAWA and this policy against a proposed adverse action.
- 3.6 Confidentiality: SMHA shall keep all information submitted under this Policy confidential. SMHA shall not enter confidential information into any shared database or disclose such information to any other entity or individual except to the extent that:
- a) The victim requests or consent to the disclosure in writing, or
  - b) The disclosure is required for use in an eviction proceeding, or
  - c) The disclosure is required by applicable law.

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### **4.0 VAWA Protections.**

- 4.1 An applicant for assistance or tenant assisted under a SMHA's program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.
- 4.2 An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be a serious or repeated violation of the lease by the victim and shall not be good cause for denying to a victim admission to a program, terminating Section 8 assistance or occupancy rights, participation in the Shelter Plus Care Program, or evicting a tenant.
- 4.3 Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or affiliated individual of the tenant is the victim of that domestic violence, dating violence, sexual assault or stalking.
- 4.4 A. Notwithstanding Sections 4.1, 4.2 and 4.3, the SMHA may bifurcate a lease to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, termination assistance to or otherwise penalizing the victim(s) of such criminal activity who is also a tenant or lawful occupant of the housing.
- B. If SMHA evicts, removes, or terminates assistance to an individual under Section 4.4 A., and the individual is the sole tenant eligible to receive assistance under a covered housing program, SMHA shall provide any remaining tenant a period of ninety (90) days from the date of bifurcation to establish eligibility for the covered housing program or If the remaining tenant(s) cannot establish eligibility to find alternative housing or establish eligibility for housing under another covered housing program.
- 4.5 Nothing in Section 4.1, 4.2 or 4.3 shall limit the authority of SMHA 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 when the family break up.
- 4.6 Nothing in Sections 4.1, 4.2 or 4.3 limits SMHA's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of

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- violence against the tenant or an affiliated individual of the tenant. However SMHA may not hold victim to a more demanding standard than any other tenant or participant.
- 4.7 Nothing in Sections 4.1, 4.2 or 4.3 limits the SMHA's authority to evict or terminate assistance, or deny admission to a program if the SMHA can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing services to the tenants or the property of others if the tenant family is not evicted or terminated from assistance or denied admission.
- 4.8 Nothing in Sections 4.1, 4.2 and 4.3 limits the SMHA's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of violence, sexual assault or stalking against family members or others.
- 5.0 Emergency Transfer Plan:** SMHA has adopted an Emergency Transfer Plan, included as part of this policy. To request an emergency transfer the tenant must submit a written request in accordance with the Emergency Transfer Plan. HUD-5383 may be used to request an emergency transfer.
- 5.1 A Section 8 recipient who moves out of an assisted dwelling unit to protect their health or safety and who: a) is a victim under this Policy; b) reasonably believes he or she was imminently threatened by harm from further violence if she/he remains in the unit; and c) has complied with all other obligations of the Section 8 program may receive a voucher and/or move to another Section 8 jurisdiction.
- 5.2 A public housing tenant who is a victim under this policy may be allowed to transfer to another available and safe dwelling unit pursuant to SMHA's Emergency Transfer Plan.
- 6.0 Actions Against a Perpetrator**
- The SMHA may evict, terminate assistance, or deny admission to a program or bring charges of trespass on its property against a perpetrator under this Policy. The victim shall take action to control or prevent the domestic violence, dating violence, sexual assault or stalking. These actions may include but are not limited to: a) obtaining and enforcing a restraining or no-contact order, or an order for protections against the perpetrator; b) obtaining and enforcing a trespass charge against the perpetrator; c) preventing the delivery of the perpetrator's mail to the victim's unit; d) providing identifying information listed in 3.1; and e) other reasonable measures.
- 7.0 Preferences**
- Families who are victims under VAWA will receive a preference in SMHA's public housing, Section 8, and Shelter Plus Care programs. Families/family members who have been victims of domestic violence, dating violence, sexual assault or stalking

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shall provide an acceptable form of certification to qualify for preference, as outlined in Section 3.0.

## **8.0 Reporting Requirements**

SMHA shall include in its 5 Year Plan a statement of goals, objectives, policies or programs that will serve the needs of victims. SMHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, in order to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

## **9.0 Conflict and Scope**

This Policy does not enlarge SMHA's duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with any other SMHA policy, this Policy will control.

## **10.0 Amendment**

The Executive Director may recommend to the Board of Commissioners amendments to this policy when it is deemed reasonable to effectuate the Policy's intent, purpose, or interpretation. The amendment shall be effective and incorporated into appropriate program policies and manuals on that date the amendment is approved by the Commissioners.

## **11.0 Legislative and Regulatory authority**

The provisions of this policy are based on conformity with the provision of the following laws, regulations and notices:

- a) The Violence Against Woman Act of 1994
- b) The Violence Against Women Reauthorization Act of 2005
- c) The Violence Against Women Reauthorization Act of 2013
- d) U.S. Department of Housing and Urban Development, Notice PIH 2017-08

## **12.0 Attachments and Forms** – The following are made a part of this policy by reference.

- i) HUD-5380, "Notification of Occupancy Rights Under the Violence Against Women Act (VAWA)"
- ii) HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documents"
- iii) HUD-5381, "Schenectady Municipal Housing Authority – Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking"
- iv) HUD-5383, "Emergency Transfer Request"