

# 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.

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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)]

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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 of 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.



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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;



## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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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.

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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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

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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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.

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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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.

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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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

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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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

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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"

# Tenant Handbook

Schenectady Municipal  
Housing Authority

Revised: 04/01/2022

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Richard E. Homenick, Executive Director  
375 Broadway, Schenectady, New York 12305 ♦ (518) 386-7000



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## WELCOME FROM THE EXECUTIVE DIRECTOR

Dear Public Housing Resident,

We have prepared this handbook for those who are new to public housing and for those who currently reside with us, with the hope that it will help answer many of the questions you may have about what to expect from the Schenectady Municipal Housing Authority (SMHA), and what is expected of you during your tenancy.

This Tenant Handbook is incorporated into your lease by reference, which means it is a part of your lease, and that you are responsible for complying with the information provided in this Handbook just as you are responsible for complying with the contents of the rest of your lease.

This handbook will serve as a valuable reference source, providing the latest information on current Housing Authority policies and procedures that pertain to you and your home. In these pages you will find information about everything from rent paying procedures to household cleaning tips, from social and community services to maintenance and emergency services, from what to do if you are locked out to how to go about joining your resident association and tenant patrol. In sum, this handbook will explain clearly the conditions of occupancy we expect you to observe as a resident and, in turn, what you can expect from us, your landlord.

The staff of the Schenectady Municipal Housing Authority has proudly provided effective, courteous housing management to countless families for more than 75 years. Our aim is to work with you to make sure that your home with us is a happy and safe one, a home to be proud of.

*Sincerely,*  
Richard E. Homenick  
Executive Director

## ABOUT YOUR APARTMENT

### Pre-Occupancy Inspection

As a new resident you are entitled to a pre-occupancy inspection of your new apartment, with your Project Manager or Occupancy Specialist, in order to identify items and conditions that may need repair to avoid future charges.

Inspect your apartment as soon as you receive the keys. Give it a thorough look. It should be in good condition, but if you do see that anything is missing or in need of repair, advise your Project Manager or Occupancy Specialist as quickly as possible, verbally and in writing. If you fail to do so within a reasonable period of time, then *you* may be held responsible and face possible costs for the work required.

### Door Locks

The entrance door(s) of your apartment has been equipped with a good lock. We permit no replacements. You may NOT purchase an additional lock, or change the lock we have provided. In case of an emergency, the Housing Authority must be able to gain entry. You will be responsible for the full cost of removing an added or changed lock, and reinstalling a lock approved and provided by SMHA.

### Self-Closing Doors

You may have an apartment entry door that is the self-closing type; that is, when opened and released, the door swings shut and completely closes and latches by itself. Self-closing apartment entrance doors help to prevent the spread of fire. Residents are prohibited by law from removing or disabling any self-closing apartment entrance door or permitting such a door to be held open by any device. There are no exceptions to this requirement.

Floor covering and improperly installed door locks can prevent the self-closing mechanism from working. Any carpeting that impedes the self-closing mechanism should be cut away in the area of the door's swing. To ensure that your apartment entrance door closes properly, it will be inspected periodically. Any repairs, improvements or alterations needed to restore the self-closing feature will be made. If your apartment entrance door fails to close and latch by itself you should call in a Work Order by using the Maintenance Hot Line – (518) 372-5896.

### **Ingress and Egress**

Ingress and Egress is another way of saying “a way in and a way out” of your apartment. It is required that the windows and doors in your apartment are not obstructed by large furniture items, such as a bunk-bed in front of a bedroom window. Keep the windows leading to the outside clear of any objects that might obstruct exit. If windows become the only escape from fire you will want a clear escape route.

### **Smoke Detectors**

Each SMHA apartment is equipped with the proper amount of smoke detectors, and they are installed in the proper locations, as required by law. 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. Once a smoke detector has been installed in your apartment, you are responsible for periodically inspecting and testing it to determine that it is in working order. If for some reason the smoke detector is not working, you should call in a Work Order by using the Maintenance Hot Line – (518) 372-5896.

New batteries should be installed at least once a year. It will be easier to remember this task if you install them on a birthday, a holiday, or when you adjust your clocks forward or back in the spring and fall. Many battery-powered units “chirp” or give some other signal when their batteries need replacement.

Federal law requires the Housing Authority to provide all hearing impaired individuals with a visual smoke alarm. Please notify your Project Manager if anyone in your apartment is hearing impaired, and a visual smoke alarm will be installed free of charge.

### **Carbon Monoxide Detectors**

Carbon monoxide (CO) is a colorless, odorless, tasteless and toxic gas that results from the incomplete combustion of fossil fuels, such as gasoline, natural gas and oil. Dangerous amounts of CO can accumulate when fuel is not burned properly, or when rooms are poorly ventilated and the CO is unable to escape.

We have installed a combination smoke and CO detector in every apartment where a fossil fuel-burning furnace or boiler is located. This includes Maryvale Apartments, Lincoln Heights, Steinmetz Homes and MacGathan Townhouses (CO detectors are being added along with the conversion from electric heat to gas heat at MacGathan).

### Telephones

You have to make all of your telephone arrangements directly with the telephone company you use.

### Antennas and Satellite Dishes

Installation of cable television, which is available in virtually all Housing Authority developments, is the responsibility of the resident.

SMHA residents are prohibited from installing any television or other antenna on the window sill or any place outside of their apartment, including the grounds. This includes any type of satellite dish antenna that might be attached to window frames or the exterior of any building. Satellite dishes are only allowed **inside** of a resident's apartment. Roof antennas are not permitted. However, a master TV antenna may be available at your development. Contact your Project Manager for details.

### Painting

All apartments are scheduled for painting by the Authority on the basis of need. If you wish to paint your own apartment, please obtain written consent from your Project Manager. You may be held responsible for the cost of removing or covering over unauthorized painting.

### Pest Control/Exterminator Service

The Authority will provide a pest control service on a regularly scheduled basis, without charge to you. Please cooperate by admitting the exterminator when he or she comes to inspect and treat your apartment, and, if you cannot be home, a member of the maintenance staff will allow entry to your apartment and accompany the exterminator as they complete the work. You will be notified in advance of scheduled routine visits. Your cooperation will ensure a vermin-free home.

You must report the presence of any mice, roaches or other vermin as soon as they are discovered, and your Project Manager will immediately schedule a visit. You should never use any multiple fogger type aerosol bug sprays in the apartment.

### Bed Bugs

Yes, it's true. Bed bugs are infesting homes throughout the country, and right here in Schenectady. Bed bugs are being found in expensive hotels, homes of wealthy people as well as people in apartments and public housing. Bedbugs will move into clean homes, and not so clean homes.



Bed bugs are small insects that feed on human blood. They are usually active at night when people are sleeping. Adult bed bugs have flat, rusty-red-colored oval bodies. About the size of an apple seed, they are big enough to be easily seen, but often hide in cracks in furniture, floors, or walls. When bed bugs feed, their bodies swell and become brighter red. They can live for several weeks or months without food or water. Although bed bugs are a nuisance, they are not known to spread disease.

In most cases, people carry bed bugs into their homes unknowingly, in infested luggage, furniture, bedding, or clothing. Bed bugs may also travel between apartments through small crevices and cracks in walls and floors. You may notice itchy skin welts. You may also see the bed bugs themselves, small bloodstains from crushed insects, or dark spots from their droppings. It is often hard to see them because they hide in or near beds, other furniture, and in cracks.

If you discover that you have bed bugs, contact the SMHA Maintenance Hotline Right away at 372-5896. Also, you can call Project Manager. We will send our exterminator to your apartment, and if you have bedbugs, we will begin treatment.

Our exterminator will come to your apartment and inspect. SMHA maintenance and or the Project Manager may appear as well. Once the exterminator determines if you have bedbugs or not, we will schedule the treatment day, and give you a list of things you will need to do to prepare for the treatment. You will told by the exterminator how to prepare for treatment. If you do not comply with treatment preparation instructions you may be charged for the cost of preparation performed by the SMHA or its representative, which may include exterminator appearance charges.

SMHA takes bed bugs very seriously, so we expect all residents to cooperate. Remember that you agreed in your lease to comply with obligations affecting health and safety imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

**How can I keep bed bugs out of my home?** Most bedbug infestations come in with used furniture. Never bring used or discarded bed frames, mattresses, box springs, or upholstered (fabric, leather, etc.) furniture into your home. Wash clothing and bedding immediately after returning from a trip, whether it's to Grandma's house, a sleepover at a friend's home, or to a hotel or motel.

### [Laundry and Washing Machines](#)

Some developments have a centrally located laundry room equipped with coin operated washing machines and dryers. If your apartment is equipped to install a washer and

dryer hookup and you wish to install a washing machine in your apartment, you must obtain written approval and instructions from your Project Manager. Please follow specific instructions for installation issued by the Housing Authority. Improper installation may result in hazards and inconveniences to you and your neighbors. The most common problem with faulty hook-ups involves hot water gushing out of cold water faucets and a reduction in hot water. You wouldn't want a neighbor to do this to you — don't do it to a neighbor! In addition, only ENERGY STAR rated appliances will be approved for installation.

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.

### Vehicle Parking and Vehicle Rules

The Schenectady Municipal Housing Authority provides parking spaces for use by authorized residents who obtain a parking permit sticker. In all developments, parking is available on a first-come, first-served basis. Consult your Occupancy Specialist for information on parking availability and permits. The Housing Authority will not assume any responsibility for any automobile (including yours) parked on Authority property. The duplication or misuse of parking permits may lead to termination of tenancy proceedings.

Any vehicle parked on SMHA property without a parking sticker may be issued a violation ticket.

Any vehicle parked on SMHA property without a valid registration and inspection may be towed without further warning to the vehicle owner.

Any vehicle on SMHA property that is parked on grass, sidewalks, fire lanes, courtyards, or any other part of the property not designated as a parking area may be towed without further warning to the vehicle owner. Vehicles parked in a designated handicapped parking area must properly display authorized handicapped tags, or be subject to towing.

Tenants are permitted to only change tires, oil, air filters and perform tune-ups on their own vehicles.

For parking and vehicle removal during winter storms and subsequent snow removal, please see the Project Manager in charge of your development. At a minimum, you

must remove your vehicle to a parking area cleared of snow within 24 hours after a snowfall of 3-inches or more.

Mini-bikes, snowmobiles and any other recreational small engine and all-terrain vehicles are prohibited on SMHA property. Storing small engine vehicles inside apartments or other buildings is also prohibited.

### Locked Out?

If you are locked out of your apartment through loss of your key or some other mishap, call the Maintenance Hot-Line at (518) 372-5896. With proper identification you will be admitted into your apartment. Do not try to enter your apartment by forcing a window or door. A lost or stolen key should always be reported. We will not admit children unless parents make a written request for this service and furnish us with a copy of the child's signature.

The following charges apply:

- Additional apartment key charge – pre-paid \$25.00 each
- Lock-out charge/lock change pre-paid \$50.00
- Lock-out/No lock change \$37.50

SAVE TIME AND MONEY; KNOW WHERE YOUR KEY IS!

## **RENT AND CONDITIONS OF OCCUPANCY**

### How Rent Is Determined

The rent you pay is either 30% of your income (after allowable deductions and income exclusions) or a flat or ceiling rent, whichever is less. Your family's income determines your individual rent. This is why, down the hall from you, perhaps, a family of your size living in an apartment of your size pays a different amount of rent each month.

Federal Regulations now give families living in public housing the choice of rent methods. Once a year, each public housing family has the choice of paying rent based on family income (**income based rent**) or **flat rent** based on the market value of the dwelling unit. Residents can choose to pay the flat or ceiling rent even if it is higher than the income based rent.

Whether you choose to pay income-based rent or flat rent, your family composition (number of members in your household) will be reexamined at least once a year.

If you choose to pay the flat rent, your family income must be reexamined at least once every **three (3) years**. At least once a year, you will be able to choose between continuing to pay flat rent, and switching to income-based rent. If, at any time during the year, you are unable to pay the flat rent due to financial hardship, you may request to switch to paying rent based on your income. Financial hardship includes the following situations:

- A decrease in income due to change in family circumstances, including loss of employment, death in the family, or reduction or loss of earnings or other assistance.
- An increase in expenses due to change in family circumstances, for medical costs, transportation, education, or similar items.
- Additional Public Housing Authority policy.

If the PHA determines that your family is experiencing a financial hardship, as described above, your request to switch to income-based rent will be granted as soon as reasonably possible.

### Rent Collection Procedures

#### When is My Rent Due?

Rent is due and payable on the first day of each month. Payments received after the first of each month are late payments.

#### How Do I Make a Rent Payment?

Rent payments shall be made by the tenant to the Schenectady Municipal Housing Authority Finance Department by any the following methods:

- Mail rent in time to be received by SMHA on or before the first of the month to: SMHA, 375 Broadway, Schenectady, NY 12305
- Place an envelope containing your rent payment in SMHA’s main lobby drop box, 375 Broadway, Schenectady, NY 12305
- Make payment in person at the rent collection windows in SMHA’s main lobby, 375 Broadway, Schenectady, NY 12305. To check when the rent window is open refer to SMHA’s monthly resident newsletter.

Be sure your name, your development name, and your apartment number are written on your check or money order prior to making payment.

### [Will I Get a Receipt Proving I Paid My Rent?](#)

If you make payment by mail or drop box, a receipt will be mailed to your home address.

If the Head of Household makes payment in person at a rent collection window, a receipt will be issued at that time if identification is provided (drivers license or other form of ID).

If someone other than the Head of Household makes payment at the rent collection window with a check or money order, or the Head of Household cannot provide identification, a receipt will be mailed to the Head of Household's home address. (if paying in cash, a hand written receipt will be provided to document the cash transaction)

### [What Happens if I Don't Pay My Rent by the 1<sup>st</sup> Day of the Month?](#)

If you do not pay your rent in full to SMHA on or before the 1<sup>st</sup> of the month, a 5 day grace period will be allowed to make payment in full without penalty.

If your rent is not received by the 6<sup>th</sup> day of the month a late fee for non-payment of rent will be applied to your account. If it remains unpaid SMHA will issue a late notice called a "14-day Late Payment Notice." Additionally SMHA may issue written notice of non-payment of rent (rent reminder)

### [What is a 14-day Late Payment Notice?](#)

A 14-day Late Payment Notice is sent by SMHA to each tenant that has not made their rent payment in full during the first five days of the month. (If you make your rent payment to the drop box on the 4<sup>th</sup> or 5<sup>th</sup> day of the month, you may still receive a 14-day notice. This can happen if a payment is made late (after the 1<sup>st</sup> of the month), and the payment is not processed in time to prevent the 14-day notice.)

The 14-day Late Payment Notice explains that your rent is past due, and that you are required to pay the past due amount in full within 14 days of the date on the notice, or move out of the apartment. If the rent is not paid within the 14-days, and you are still in the apartment, SMHA will start a lawsuit against you for unpaid rent, and ask a judge to order you to leave your apartment.

The amount of past due rent will be written on the 14-day Late Payment Notice. If you do not agree that you owe SMHA money, or think the amount you owe is wrong, the 14-day Late Payment Notice explains that you can request a hearing with SMHA to question the rent charges. Prior to the hearing, you must provide full past due rent to

the SMHA Finance Director, and request that it be held in an Escrow Account until the matter is resolved. This is a special account where money is deposited that does not belong to SMHA.

#### [What Happens if I Ignore the 14 Day Notice and Still Don't Pay My Rent?](#)

At this point, SMHA will start a lawsuit against you for unpaid rent, and ask a judge to order you to pay your rent in full or leave your apartment.

SMHA is seeking to evict you at this point because you refuse to pay rent that is due. However, SMHA is a law-abiding agency that will take every step to make sure we proceed according to your rights under the Fifth & Fourteenth Amendments of the U.S. Constitution, called "Due Process of Law." SMHA will go on to evict you by legal proceedings in a court of law, before a fair and impartial judge who will hear whatever you have to say about the case to evict you.

#### [How Will I Know SMHA has Started the Process to Evict Me?](#)

SMHA has a person come to your door to hand you two documents:

- 1) Notice of Petition to Recover Real Property – Non-Payment, and
- 2) Petition to Recover Possession of Real Property – Non-Payment

The person who comes to your door is not involved with your case, knows nothing about your case, and is not an employee of SMHA.

It is very important that you carefully read these documents. The Notice of Petition to Recover Real Property will have a date and time on it that you must appear in court (this is called the Return Date). In court, you will have a chance to defend yourself.

#### [What if I'm Not Home When the Eviction Documents are Brought to My House?](#)

If the head-of household is not home, the documents will be served to any other adult member of the household who is present.

If no one is home, or no adult member of the household is home, a process known as "Nail and Mail" will occur. Copies of the documents will be attached to the entrance door of your apartment, or placed under the entrance door, and the documents will also be mailed to you by regular first class mail and by certified mail.

#### [What Happens When I go to Court?](#)

When you go to court, you and any representative you wish to have with you, will first meet with SMHA's attorney to discuss the case. You may at this time pay the rent that is due in full, and the case will be over with SMHA.

If you do not pay the rent that is due, SMHA will offer you a chance to enter an agreement to pay the rent and other balances due to SMHA at a later date, with the understanding that if you do not pay in full, the judge will order the Sheriff to evict you from your apartment.

#### [What Happens if I Don't Go to Court on the Date and Time on the Petition?](#)

If you do not appear in court, SMHA will ask the judge to order your eviction. The judge will then issue an order for the Sheriff to evict you from your apartment. SMHA's Project Managers may attempt to contact you to encourage you to pay the past due rent in full to avoid eviction. Legal Aid Society attorneys may also attempt to contact you for the same reason. We do not want you to lose your home; we only want you to pay the rent.

#### [Will I Know the Sheriff is Coming to Evict Me?](#)

A 14 day Notice of Eviction is sent to you by the Schenectady County Sheriff, warning you that you may be evicted at any time after fourteen days has passed. If you make payment of past due rent in full, plus any applicable Sheriff's fee and moving company fees, before the Sheriff's eviction actually happens, SMHA will call the Sheriff and cancel the eviction.

#### [What Happens if I Decide to Pay Rent Late Month After Month?](#)

Paying your rent late month after month is a huge financial burden to the Housing Authority, the court system, and the Sheriff's office, all of which are supported by taxpaying citizens. Therefore, repeated late rent payment is an unnecessary waste of tax dollars. SMHA may pursue eviction due to the objectionable behavior of repeated late rent payment. Remember, the rent in Public Housing is designed to be affordable to low-income families, and paying rent should be your first priority.

**NOTE:** You may pay any portion of your past due rent, or any part of the rent amount listed in the court order to evict, including any charges for Sheriff and moving company fees, at any time during the rent collection process, **but fees for service of process (Fourteen Day Notice to pay Rent and the Notice of Petition to Recover Real Property for Non-Payment of Rent, and the Petition to Recover Possession of Real Property for Non-Payment of Rent), rent, Sheriff and moving fees must be paid in full in order for SMHA to stop the Sheriff from evicting you.**

### **Your Security Deposit**

A security deposit is required prior to moving into the unit. The purpose of this security deposit is to insure SMHA against tenant-caused damage to the apartment. Your deposit will be held in an account for you and will earn interest at the current rate. Upon leaving your apartment in good condition, the security deposit will be refunded, including interest, less any charges for damages or monies owed to the Authority.

The amount of your security deposit is equal to one month's Total Tenant Payment. The dollar amount of the security deposit is noted in Part II of the Lease. No personal checks will be accepted for your security deposit. All security deposits must be paid in cash, banker's check or money order. A refunded security deposit will take approximately two (2) weeks to receive from the Authority.

*You must give the SMHA a Proper 30-day notice of intent to vacate. (A month is from the 1<sup>st</sup> of the calendar month) or you will be charged the following month's rent.*

### **Annual Income Re-examination**

Your eligibility to continue occupancy with the Authority will be examined at least once a year. Your rent is based on your total family income, less exclusions.

You will receive a Continued Occupancy booklet prior to your housing anniversary date. This booklet must be filled out in its entirety. You are required to supply the Authority with information concerning ALL income received into the household by any family member, i.e. a signed statement of income from your employer, Social Security award letter, DSS budget, Workers Compensation benefits statement, child support print out from the Department of Social Services or recorded court order, bank statements of savings, stocks or bonds, etc.

If you are claiming no income, you may be required to recertify with the Authority, every ninety (90) days and pay the established minimum rent. If you are paying a minimum rent and your income status changes, you must report this change within 10 days. You may request a rent review at any time should your income decrease.

Should you fail to return your Continued Occupancy booklet by the date required, you may be charged a Fair Market Rent on the first day of the following month. Fair Market Rent will vary according to bedroom size and current market value.



## Family Composition

The **law** requires you to inform us of any changes in your family composition, such as births, deaths, or any other changes in the number of household members. Not only is the size of the apartment that is most appropriate for you determined by the size of your family, frequently changes in family composition involve changes in your family income. If you start or stop receiving public assistance, please notify your Occupancy Specialist.

Other important changes must be reported as well. For example, you must report the loss or addition of a full-time, employed member of your family immediately. If you or a family member becomes unemployed you must report this fact to the Project Manager.

Similarly, if you wish to bring a relative or other person into your home for anything other than a short visit, you must obtain written permission from your housing manager. If your request is approved, any additional income received by this person may be added to your total family income to determine the amount of rent you pay.

Should you wish to add someone to your lease, that person must fill out an application and be deemed eligible. Any guest who stays 14 days or longer in a year period will be considered by the Authority as a permanent addition to your household and eviction for unauthorized person may commence. If for any reason a visitor stays longer than 14 days, you must have written permission. You can do this by contacting your Occupancy Specialist.

*It is important to keep in mind that the U.S. Department of Housing and Urban Development (HUD) may perform an annual verification of this information through its Income Verification Program. Resident income data reported to the Housing Authority may be matched against records kept by the Internal Revenue Service and the Social Security Administration. If a discrepancy is detected the resident will be notified by letter, and asked to contact his or her Project Manager.*

Sometimes, obviously, changes in family composition will mean that your rent will be reduced. Sometimes, they will mean the reverse. Either way, changes must be reported. That's the law.

## COMMUNITY SERVICE

In accordance with the Housing Act of 1998, certain public housing residents must provide eight hours of community service a month as a condition of their tenancy.

Community service is unpaid volunteer service to a local community-based organization or to your local community.

Every adult who is 18 or older and below the age of 62, who does not qualify for an exemption must provide community service. Many residents will qualify for an exemption. If however, you are not exempt, community service is a condition of your tenancy and your compliance or lack of compliance could affect your family's right to remain in public housing. Information about Community Service and exemptions will be provided during your annual income re-examination.

### **EVICTIION AND TERMINATION OF TENANCY**

Though the most common form of eviction is for failure to pay rent, a tenancy may also be terminated when a resident or a member of a resident's family engages in prohibited conduct. Such conduct includes: willful misrepresentation of any material fact relating to eligibility for admission, continued occupancy, or the amount of rent to be paid; breach of rules and regulations; failure to provide satisfactory verification of family income; the transfer of possession of an apartment for use by a person or persons other than the tenant of record; chronic rent delinquency; poor housekeeping; and non-desirability.

Non-desirability is defined as conduct or behavior or any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or any drug-related criminal activity on or off the premises. The Tenant shall ensure neither the Tenant or any member of the Tenant's household engages in an abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the premises by other residents.

Residents and their families can also be evicted for drug activity on or off of SMHA grounds. Residents are responsible for the conduct of all visitors, family members and guests to their apartments. Loitering and consumption of alcoholic beverages in public spaces is prohibited.

SMHA is a law-abiding agency that will take every step to make sure we proceed according to your rights under the Fifth & Fourteenth Amendments of the U.S. Constitution, called "Due Process of Law." SMHA will go on to evict you by legal proceedings in a court of law, before a fair and impartial judge who will hear whatever you have to say about the case to evict you.

## **MANAGEMENT AND MAINTENANCE SERVICES**

### **Project Manager**

Your Project Manager is responsible for the overall operation of your development. The Manager is responsible for the day-to-day management of the apartments, buildings and grounds of your housing development.

### **Occupancy Specialist**

Your Occupancy Specialist assisted you through the process of your move to Public Housing. During your tenancy, he or she will almost always serve as your contact if you have encountered any problems in your home. An Occupancy Specialist's duties include apartment rentals, inspections, interviewing, complaint resolution, and income certification, to name a few.

### **Maintenance Personnel**

The maintenance staff is responsible for keeping the physical plant at your development in working order. They keep elevators, hallways, stairwells and building entrances clean. They care for lawns, shrubs, and remove snow from the roads and common walkways. They make repairs in your apartment and keep the heat and hot water services operating properly. Please remember that maintenance staff will only make needed repairs in your apartment if you have reported the problem by calling the Maintenance Hot-Line at (518) 372-5896, so please do not approach maintenance personnel on site to report routine maintenance needs.

It takes a lot of work to keep your development running properly, and we're proud of our maintenance and management staffs. They, in turn, are proud to serve you.

### **If You Need Repairs**

Contact the Maintenance Hot-Line: (518) 372-5896.

The Maintenance Hot-Line is open 24 hours a day, seven days a week. When a resident contacts the Maintenance Hot-Line, a Customer Service Representative will create a Work Order that Maintenance staff will respond to.

## **IF YOU NEED TO SPEAK WITH SOMEONE**

The staff in your development should be able to answer all questions you may have concerning your apartment and the development itself. They should always be your "first stop" for questions about rent, conditions of occupancy, family composition and the like, and, of course, if you need repair work done.

If you feel that you haven't received appropriate answers to your questions, or if you are dissatisfied with the quality of work done or the anticipated date of completion you should contact your Project Manager. If you are not satisfied with the Project Manager's response, your next step should be written notice of the problem to the Executive Director.

Please keep in mind, if you contact the Executive Director without going through the Project Manager first, you will be referred back to your Project Manager.

### **CRIME AND SAFETY**

**Remember to call 911 in all cases of emergency and for all criminal activity.**

Report emergencies and crime to the Housing Authority only after you have contacted the Schenectady Police Department. The Housing Authority is very committed to fighting drug users and drug dealers with every resource available, but we are not law enforcement.

**If you suspect drug activity on Housing Authority property, please report this to the SMHA Crime and Drug Tip Line at: (518) 386-7050.**

### **Employee ID Cards**

Remember that every Housing Authority employee is required to carry an Identification Card.

It is your right to ask to see the ID Card when someone who says they are an Authority employee comes to your apartment. Do not feel that you are being rude when you ask for the card. Any legitimate employee will gladly provide proper identification.

His or her picture and name will appear on the card. **DO NOT** admit *anyone* unless they can present their ID card. No excuses are acceptable.

### **ANNUAL INSPECTION/RIGHT OF ENTRY**

Once each year you will receive advance notice of a required management and maintenance staff visit to your apartment. This yearly inspection is required by the U.S. Department of Housing and Urban Development. You will receive a proper 2-day written notice of the inspection. If you are not home at the designated time, staff will enter your apartment to inspect.

Per your lease, and with a proper 2-day written entry notice, a duly authorized agent, employee, or contractor of SMHA will be permitted to enter your dwelling during reasonable hours (8:00 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.

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.

SMHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

## **MOVING OUT**

### **Requirements**

A resident who intends to move out of his or her apartment is required to do the following:

1. Inform your Occupancy Specialist and Project Manager.
2. Complete and sign a "Notice of Intent to Vacate" form.
3. Give at least 30 days' notice. If you do not give the required notice, you may be charged for up to 30 days after you vacate the apartment.
4. Return all of your apartment keys to the Housing Assistant and leave your apartment in the same condition as when you first moved in.

**Note: The apartment should be left in the same condition it was in when you first moved in.**

### **Apartment Inspections**

Residents are entitled to an apartment inspection with management staff prior to moving out to identify any items for which they will be responsible. SMHA will inspect the unit after Tenant provides notice of intent to vacate, and prior to the time the Tenant vacates, and give Tenant a written statement of the charges, 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)]

## Damage Charges

If you move from your apartment, it should be left in the best possible condition. You will be charged for any damages, beyond reasonable wear and tear. While you are living in your apartment, you will be charged for the cost of repairing any damage caused by negligence. Once again, the apartment should be left in the same condition as it was when you moved in. Refer to the list of “Special Charges to Tenants for Repair of Damages” that is attached to your lease.

## WITHOUT YOUR HELP

During the years we have been in operation, residents and Authority staff have worked together to create communities to be proud of, where, by-and-large, people care for and respect each other’s rights and property.

Your development needs your commitment to that kind of care and respect. In fighting the graffiti “artists” ... in teaching your children the rules of safety and respect for property, in saving energy, reporting criminal activity and dangerous animals, preventing mildew... dozens of ways. Without your help in these areas, the strength of community that exists now, and SMHA’s ability to provide services, is seriously threatened.

## Elevators

Elevators are found in some SMHA buildings. They are easy to break, expensive to fix and very dangerous when they are not used properly. To help ensure prompt elevator service and avoid breakdowns and accidents, we ask for your fullest cooperation. Here is how you can help to keep your elevator system in good working order:

- Teach children the rules of elevator safety.
- Report all incidents of elevator vandalism to your Project Manager and the Police.
- Avoid overcrowding.
- Do not hold elevator doors open for extended periods of time. If a car stalls between floors, just press the emergency button and keep calm. Help will be on the way immediately.
- If an elevator is out of order, report it to the Project Manager right away. When your Project Manager is closed, please phone the maintenance Hot-Line number (518) 372-5896.

## **Garbage Disposal**

The SMHA has provided each tenant with appropriate containers for proper trash and garbage disposal.

Your Project Manager or Occupancy Specialist will notify you of your trash removal schedule and rules for proper trash disposal. You must follow these rules. Not following the rules may result in eviction proceedings. When you violate these procedures, you will be issued a CITATION explaining why your trash was rejected. The City Ordinance will be enforced to keep our developments safe and sanitary.

The labor cost to the Authority to pick up strewn papers, glass, cans, etc. is a big expense each week at each development. This money can be used to help improve the apartments and development if tenants cooperate by picking up after themselves. Please don't step over litter – pick it up.

## **Medical Waste Disposal**

Upon request, the SMHA will provide plastic containers to every tenant that uses syringes for any purpose, or for disposal of contaminated dressings.

Our Maintenance Staff will pick up your full container(s) and supply you with a new one upon your request. Proper disposal of such items is mandated by State and Federal laws. Proper disposal is for the safety of you, your neighbors and staff of the SMHA. If you use syringes for insulin, pain medication or any other reason, please contact the maintenance HOT LINE at (518) 372-5896 to arrange for this service.

We are asking for your cooperation in this very important matter to help us provide safe and decent living conditions for all our tenants and protection for our staff in removal of such items.

There is no charge for this service.

## **Garbage Compactors**

Compactors are the machines that compress trash after it is deposited in the hoppers located on each floor of some buildings. Please keep in mind, compactors are for trash — not for recyclables!

Here are some rules to follow:

- Only throw into the hopper trash that will slide down easily — don't force it! Do not dispose of any trash in hallways, stairways, elevators, lobbies or rear exits. Call

your Project Manager if you have a large quantity of trash that you don't know what to do with, or something that is too large for the hopper.

- Don't throw mops and broomsticks into hoppers; they will cause jam-ups.
- Don't throw newspapers, magazines, wire coat hangers, cardboard boxes or other recyclables into the hoppers. Put them in the appropriate recycling container.

AND, NEVER place burning materials or cigarettes in any compactor chute!

### Gas and Electricity

We suggest the following ways to save on gas and electricity. Following these simple suggestions year-round should create a significant reduction in energy consumption:

- When you leave a room, turn the lights out and turn off the television or radio when you're not watching or listening.
- Keep the use of electrical appliances, such as irons, hair dryers, toasters, broilers and microwaves, to the practical minimum. If you're buying any of these items new, buy models that are labeled "energy-efficient."
- In the event of an electrical interruption, use flashlights instead of candles. Always keep spare batteries on hand.
- Only use air conditioners and fans when you really need them, and don't leave them running when you leave your apartment. Once again, don't forget to check with your Project Manager before purchasing an air conditioner to find out about any specifications or fees associated with it.
- When removing an item from your refrigerator, make your selection and close the door promptly. Don't keep the door open.
- Use the minimum amount of cooking gas necessary to do the job.
- NEVER USE YOUR STOVE TO HEAT YOUR APARTMENT.
- Do not run hot water continuously when washing. Fill the sink only to the required level and report any dripping faucets and/or running toilets to maintenance. Contact your Project Manager for new drain stoppers, if necessary.



- Operate washing machines only as needed, with a full load.

### **Heat and Hot Water**

The Schenectady Municipal Housing Authority provides thermostats in your apartment that allow a maximum temperature of 70° Fahrenheit (72° degrees in apartments with elderly tenants). This temperature is in full compliance with, and exceeds, New York State Law and Schenectady City Code requirements.

The NYS Property Maintenance Code requires that heat shall be supplied during the period of Sept. 15 through May 31 at a temperature of not less than 65° in all habitable rooms.

The Schenectady City Code requires that heat shall be supplied during the period of Oct. 13 through May 31 at a temperature of not less than 68°.

If your new thermostat reads 70°, then that is the temperature in your apartment. Due to the high cost of fuel, everyone must conserve energy.

PLEASE, do not light your oven or stovetop to warm your apartment beyond 70°. This is a major fire hazard. It is also a waste of energy. SMHA will monitor energy use and charge residents for excessive utility use, per the lease.

Using a space heater near your thermostat will cause your furnace to shut down, cooling other parts of your apartment below 70°.

Air conditioners and open windows will cool your apartment; remove all air conditioners and close windows. Tampering with your thermostat is a violation of your lease. We are making these changes to save energy and tax dollars.

### **Wading Pools**

This policy is for the protection and benefit of all Schenectady Municipal Housing Authority residents to ensure the safe and sanitary use of wading pools on Schenectady Municipal Housing Authority property.

1. Permanent swimming pools are not allowed.
2. Wading pools shall not extend beyond six (6) feet in diameter.
3. Wading pool walls shall not extend beyond a height of fifteen (15) inches.

4. Wading pools must not be used prior to June 1 or after September 15 of each year and must be stored at the end of each season. Wading pools may not be stored outside during the off-season.
5. Wading pools must be emptied after each use.
6. Wading pools must be emptied of water, removed and securely stored at the end of each day, before dark. Wading pools shall only be used during daylight hours.
7. Wading pools in use or with any water in them must be under the constant supervision and observation of the adult pool owner or his/her adult designee. The supervising adult must, at all times, be in a clean line of sight and sound of the wading pool and no more than six (6) feet away.
8. Resident/owner is responsible for any damage and/or injury caused by the pool. The cost of any damage to Schenectady Municipal Housing Authority property, such as damage to grass, may be charged to the resident/owner of the wading pool.
9. The Schenectady Municipal Housing Authority reserves the right to remove from its property, without immediate notice to the resident/owner, any wading pool that is not in compliance with this policy.

### **Inflatable Bounce Houses/Recreation Devices and Trampolines**

For the protection of all Schenectady Municipal Housing Authority residents, and by recommendation of its liability insurance provider, Inflatable Bounce Houses/Recreation Devices and Trampolines shall not be installed, set up, or in any way utilized on any Schenectady Municipal Housing Authority property.

### **Yard/Garage Sales**

It is your responsibility to be in compliance with the Code of the City of Schenectady as related to the number and frequency of sales, permits and permit fees, hours of operation, advertising, conduct, penalties for offenses, and any other requirements imposed by the City of Schenectady. Yard/Garage Sales that are not in compliance with the Code of the City of Schenectady are not permitted on SMHA property.

## **FIRE SAFETY**

We can't emphasize enough the importance of keeping self-closing doors fully operable and maintaining clear access to windows and doors. There are a few more fire safety tips we'd like to leave with you to minimize the risk of fire for you and your neighbors.

### **Household Fire Hazards**

Cooking and smoking are the causes of most fires in homes in the United States. So, in addition to keeping your stovetop clean, remember to keep flammable materials, such as potholders, towels, newspapers and plastic bags away from the stove. When you have something cooking, don't leave the stove unattended. If there is a grease fire, never use water to put it out; cover the pot or pan with a lid to smother the fire.

### **Fireworks and Sparkling Devices**

Fireworks are illegal in New York State as they pose a significant danger to the public health and safety when used by nonprofessionals. Sparkling devices are not fireworks but are dangerous if used by or around children, in residential neighborhoods, and in or around buildings. Every year sparkling devices are responsible for millions of dollars in property damage and hundreds of emergency room visits.

In order to maintain a safe environment for all SMHA residents and to protect your apartment, the use or storage of fireworks and sparkling devices is prohibited on SMHA property.

### **Smoking**

SMHA has instituted a Smoke-Free Policy for Tenants of all SMHA properties effective July 30, 2018. The Smoke-Free Policy and Lease Addendum for Schenectady Municipal Housing Authority is attached hereto and made a part hereof this Tenant Handbook. All tenants must read and understand the Smoke-Free Policy and Lease Addendum and it must be executed by Tenant and Tenant's household as a condition of admission or continued occupancy. Tenants may not smoke in their apartments or anywhere else on the properties designated "Smoke-Free."

At Yates Village, Steinmetz Homes, Maryvale, and MacGathan Townhouses, all living units, interior areas, and outdoor areas within Twenty-Five (25) feet from any SMHA building are designated as Smoke-Free.

At the Ten Eyck Apartments, Schonowee Village and Lincoln Heights properties all living units, interior areas and the entire grounds are designated as Smoke-Free, except for Designated Smoking Areas.

On all SMHA properties, Tenants must remember, smoking is not permitted in the lobby, the elevator, or any other space in any building.

### **Electrical Fires**

To avoid electrical fires in your apartment, replace all frayed, cracked or broken electrical cords with new ones, and don't plug more than one large appliance into a single electrical outlet. Never attempt to extinguish a fire in an electric appliance or outlet with water.

### **Gasoline and Kerosene**

It is illegal to store gasoline or kerosene in your apartment or to use, keep or store in your apartment a space heater or other device using gasoline or kerosene.

### **Candles**

We have had many serious fires in SMHA apartments caused by lighted candles. Each and every tenant should cease from lighting candles in our Public Housing Authority apartments and common areas. This is for our protection, and is in the best interest of all of us.

The U.S. Fire Administration, Department of Homeland Security, has published the following tragic and preventable examples of fires ignited by lighted candles:

- Three unattended children died in a fire that was started by a burning candle.
- A lighted candle ignited the hair of a person who fell asleep on a couch causing only minor burns – but the ensuing fire killed a 9 year old and severely injured another family member.
- A student died when a lighted candle ignited her bedding.
- Eleven members of a family died in a fire when a lighted candle ignited a mattress.
- Two children died in a fire when a lighted candle rolled under the Christmas tree.

- A mother and young baby died when a burning candle used for religious observances ignited cabinetry.
- **Fact:** The majority of candle fires result from human error and negligence.

Therefore, it is incumbent that each and every tenant cease from lighting candles in our Public Housing Authority apartments and common areas.

### Gas Grills

We can all appreciate the taste of food cooked over an open fire, but we need to make sure that certain guidelines and rules are followed so that we are sure that cooking is done safely.

- The use of grills on porches, patios or under overhangs is prohibited by Fire Code. Fires in approved containers shall be permitted, provided that such fires are not less than 15 feet from any structure. An “approved container,” in this case is a grill.
- The storage of propane bottles in dwellings, such as those used to fuel gas grills, is strictly prohibited. A leaking bottle or one exposed to an outside heat source could cause a serious explosion.
- Using self-starting charcoal is preferable. The use of other flammable liquids, such as gasoline, presents a serious fire hazard as flammable vapors spread quickly. Never add starting fluid to a grill once it has been lit. The result could be a dangerous flare-up.
- Don’t leave a hot grill unattended, especially around small children. Make sure that coals are extinguished and cool before disposing them.

By following these simple rules the chance of an injury or fire damage is greatly reduced. Proper attention to hot grills, common courtesy, and a safe clean-up are all part of an enjoyable cook out.

### CLEANING TIPS

#### 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. Trash: shall be disposed or properly and not left in the unit.
9. Entire unit should be free of rodent or insect infestation.

### **Kitchen**

1. Stove: should be clean and free of food and grease.
2. Refrigerator 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. Gaskets damaged due to failure to clean is considered tenant damage subject to charges against the tenant.
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: 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.
3. Lavatory: should be clean.
4. Exhaust fans: should be free of dust.
5. Floor: should be clean and dry.

### **Storage Areas**

1. Linen closet: should be neat and clean.

2. Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
3. Other storage areas: should be clean, neat and free of hazards.

### **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. Tenants are permitted to only change tires, oil, air filters and perform minor tune-ups on their own vehicle.
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.

### **Mold and Mildew**

Mold and mildew are fungi that grow on, and sometimes in, damp surfaces and objects. In nature, molds help break down dead materials and can be found growing on soil, foods, plant matter, and other items. Molds produce microscopic cells called “spores” which are very tiny and spread easily through the air. Live spores act like seeds, forming new mold growths (colonies) when they find the right conditions. Mold is most likely to grow where there is water or dampness, such as in bathrooms.

Most types of mold that are routinely encountered are not hazardous to healthy individuals. However, too much exposure to mold may cause or worsen conditions such as asthma, hay fever, or other allergies. The most common symptoms of overexposure are similar to reactions to plant pollen, such as, coughing, congestion, runny nose, eye irritation, and aggravation of asthma.

### **Preventing Mold**

All molds need water to grow, and are most often confined to areas near water sources. Removing the source of moisture — by repairs and by providing sufficient ventilation — is critical to preventing mold growth.

### ***The Fresh Air Cure***

Letting *fresh air* into your apartment will help to lower the moisture, and at the same time this will help reduce dust mites and cockroaches. Keep your apartment well ventilated by opening windows, using fans, and arranging furniture so that windows are not blocked.

### ***Other Ideas That Will Help:***

- Use your stove only for cooking, **never** for heating;
- Keep your drapes open during the day;
- Request repair of leaky plumbing or other water leaks as soon as possible;
- Keep the “drip pans” in your air conditioners, refrigerators and dehumidifiers clean and dry;
- If you have a bathroom window, keep it open even a little, when weather permits, especially when you are showering;
- If you have an exhaust fan in your bathroom, make sure it is working; inform your Housing Manager if it’s not;
- Hang wet clothes to dry in *open areas*, such as on bathroom shower rods, or on drying racks; thoroughly wring out clothes prior to hanging; take slow drying heavy items to the Laundromat.

### ***Cleaning Mold***

Once you have detected mold, *act quickly!* Mold should be cleaned as soon as it appears. *Persons cleaning mold should be free of allergies or symptoms such as nasal congestion, cough, sore throat, or upper respiratory infections.* Wear gloves and protective eye goggles and clean only small areas at a time using a detergent/ soapy solution, or an appropriate household cleaner, preferably one that is labeled “antimicrobial.” The cleaned area should then be thoroughly dried, and any sponges or rags used to clean mold should be disposed of. Absorbent materials that contain mold, such as linen or carpets, might need to be replaced.

### ***If the Problem Persists***

Mold and mildew can pose a health hazard for you and your family, so it is important to eliminate the problem as soon as possible.

When you’ve tried cleaning fluids and proper ventilation and nothing seems to help, report mold to your Project Manager. A returning mold condition may indicate an underlying problem such as a leak. Your Housing Manager will provide you with assistance to correct this condition.



## **GETTING INVOLVED**

### **Resident Councils**

Most Authority developments have Resident Councils, also referred to as Tenant Associations, or Resident Councils. These are democratically operated organizations that are intended to promote the welfare of their development and, in some instances, the surrounding neighborhood. The Resident Association is the core of resident representation. The Resident Association Executive Board, elected by Resident Association members, typically consists of a President, Vice-President, Secretary, Treasurer, and Sergeant At Arms.

Participation in your Resident Association is an important way to ensure that the association is active and responsive to resident needs in your development. Joining your Resident Association is one of the easiest and most effective ways to feel like a part of your community. To find out how you can join, contact your local Project Manager.

### **The Resident Advisory Board (RAB)**

The primary function of the Resident Advisory Board is to advise SMHA in the creation of the annual Agency Plan that it is required by federal law to submit to the U.S. Department of Housing and Urban Development (HUD). The members of the RAB discuss various management issues covered in the Plan, express their concerns, and provide recommendations. These recommendations are considered as the Plan is drafted. If you are interested in serving on the RAB, please contact your Project Manager.

### **Tenant Commissioners**

Two Tenant representatives, who are residents of the Authority's housing, are elected by the tenants to membership to the Authority's Board of Commissioners to serve for terms of two years. If you don't know how to contact the Tenant Commissioners that represent you, or you want to know how to become a Tenant Commissioner, please contact your Project Manager.

## **PERSONS WITH DISABILITIES**

SMHA residents with mobility impairments and other physical disabilities are entitled to transfers to apartments that have been made accessible. An apartment is considered to be accessible if, in addition to necessary modifications to the apartment itself, a mobility impaired resident can get from the street to the apartment without any obstruction. A resident may also request that his or her current apartment be modified to provide a

“reasonable accommodation” for a disabled family member. A “reasonable accommodation” can be a structural, such as the installation of a grab-bar or a roll-in shower; and/or a change in SMHA policies, procedures or practices so that individuals with mobility impairments and other physical disabilities have equal opportunities to participate in and benefit from SMHA programs.

If you or a member of your household becomes disabled at any time while living in a SMHA development, you may contact your Project Manager to inquire about transfers and reasonable accommodations.

## IMPORTANT TELEPHONE NUMBERS

Police or Fire Emergencies.....	911
Police Department – Non-Emergency.....	630-0911
Maintenance Hotline.....	372-5896
Drug and Criminal Tip Line.....	386-7050
Tenant Investigator.....	386-7015
Client Services / Occupancy Department.....	386-7030 or 386-7008
Project Manager – Yates Village.....	386-7007
Project Manager – Steinmetz Homes/MacGathan Townhouses/Maryvale Apts...	386-7004
Project Manager – Ten Eyck/Lincoln Heights/Schonowee Village.....	386-7003
Fire Department – Non-Emergency .....	382-5141
Tenant Accounting .....	386-7009 or 386-7036
Administration Office.....	386-7000
National Grid Gas Emergency.....	1-800-892-2345 or 911
TDD (Hearing Impaired).....	372-0184

**Smoke-Free Policy and Lease Addendum for  
Schenectady Municipal Housing Authority  
Effective July 30, 2018**

Effective July 30, 2018, smoking will not be permitted in any building or facility of the Schenectady Municipal Housing Authority (SMHA) or on the grounds thereof in areas that are designated as Smoke-Free in accordance with this policy. This policy shall be implemented in accordance with the following guidelines:

1. Purpose:

- The U.S. Department of Housing and Urban Development requires Public Housing Authorities to implement smoke-free policies in all of their public housing units.
- According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States.
- It is possible for environmental tobacco smoke to migrate between units in multifamily housing, causing adverse health effects for those living in neighboring residences.
- Smoking is the leading cause of fire deaths in multifamily buildings with 26 percent of these casualties reported in 2005. Data from the U.S. Fire Administration of the Department of Homeland Security estimates that in 2006 there were 18,700 smoking-material fires in homes. These fires resulted in 700 civilian deaths (not including firefighter casualties), 1,320 civilian injuries, and \$496 million in direct property damage.
- It is well established fact that turnover costs are increased when apartments are vacated by smokers. Therefore, a non-smoking policy is another good approach for reducing maintenance costs.

2. Definitions:

- a. "Smoking" means inhaling, exhaling, breathing, carrying or possessing any lighted cigarette, cigar, or any other tobacco product or similar lighted product in any manner or in any form.
- b. "Smoke-Free Areas" mean all public housing living units and interior areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures), as well as in outdoor areas within twenty-five (25) feet from public housing apartments and administrative office buildings, or the entire grounds of buildings or developments designated by SMHA to be "Smoke-Free Premises."
- c. "Smoke-Free Premises" the Downtown buildings and grounds of Lincoln Heights, Schonowee Village, and Ten Eyck Apartments, are designated by SMHA as "Smoke-Free Premises" where smoking is only allowed within "Designated Smoking Areas" which shall be established by SMHA in its sole discretion.
- d. "Designated Smoking Areas" mean any area within a "Smoke-Free Premises" specifically designated by SMHA in which smoking shall be permitted.

### 3. Smoke-Free Policy

- a. All residents, all employees, all guests, and all visitors in or on any property owned or managed by SMHA are prohibited from smoking within any Smoke-Free Area.
- b. Smoking in any Smoke-Free Area in or on any property owned or managed by SMHA, by any Tenant subject to this Smoke-Free Policy or any member of the household, any guest of such tenant or member of tenant's household, or any other person under such a Tenant's control will be considered a violation of Tenant's Lease Agreement and will be cause for lease termination as set forth in this policy.
- c. SMHA may, in its sole discretion, designate specific areas where smoking is permitted on the grounds on SMHA Property.
- d. Any deviation from the smoke-free policy by any tenant, a member of their household, or their guest will be considered a lease violation. Three (3) violations will result in eviction.
- e. "No Smoking" signs will be posted outside and inside buildings. "Designated Smoking Area" signs may be posted to denote where smoking is permitted on a Smoke-Free Premises.
- f. Tenants are responsible to inform all members of Tenant's household and any guests or visitors or Tenant or Tenant's Household about SMHA's Smoke-Free Policy.
- g. If a resident or employee smells tobacco smoke in any place in a building, they are encouraged by SMHA to report this to their Schenectady Municipal Housing Authority development office in writing as soon as possible.

### 4. Breach of Smoke Free Policy

- a. Any deviation from the Smoke-Free Policy by any tenant, a member or their household, or their guest will constitute a serious violation of material terms of the Lease Agreement.
- b. Any first violation of the SMHA Smoke-Free Policy will result in a written warning.
- c. Any second violation of the SMHA Smoke-Free Policy will result in an administrative conference to discuss the violation.
- d. Any third violation of the SMHA Smoke-Free Policy will constitute a serious and repeated violation of the material terms of the Lease Agreement for which the Lease Agreement may be terminated.
- e. Tenant will be responsible for all costs to remove smoke odor or residue resulting from any violation of this Addendum.

5. Authority Not a Guarantor of a Smoke-Free Environment. Tenant acknowledges that SMHA's adoption of a Smoke-Free Policy, will not make SMHA the Guarantor of Tenant's health or of the smoke free condition of the Smoke-Free portions of the property. However, SMHA will take reasonable steps to enforce the Smoke-Free Policy. SMHA is not required to take steps in response to smoking unless SMHA has actual knowledge of the smoking and the identity of the responsible resident or tenant.
6. If any resident was burning tobacco or a related product prior to an employee or representative entering their apartment, or if the resident lights a tobacco or related product while an employee or representative is in the apartment, the employee or representative shall vacate your apartment immediately and shall not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services to the apartment where the violation of this Smoke-Free Policy occurred.
7. Disclaimer. Tenant acknowledges that SMHA's adoption of a Smoke-Free Policy, does not in any way change the standard of care that SMHA has under applicable law to render the property any safer, more habitable or improved in terms of air quality standards than any other rental premises. SMHA specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. SMHA cannot and does not warranty or promise that the property will be free from secondhand smoke. Tenant acknowledges that SMHA's ability to police, monitor or enforce this Smoke-Free Policy is dependent in significant part on voluntary compliance by all Tenants and Tenant's guests. Tenants with respiratory ailments, allergies or other condition relating to smoke are put on notice that SMHA does not assume any higher duty of care to enforce this Smoke-Free Policy than any other SMHA obligation under the Lease Agreement.
8. All SMHA Applicant's entering into possession of a residential unit, and all current Tenants are required to sign and comply with this Smoke-Free Policy and Lease Addendum as a condition of Admission or Continued Occupancy. This Smoke Free Policy and Lease Addendum is incorporated into the SMHA Lease Agreement by reference.

\_\_\_\_\_  
Signature, Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Household Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Household Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, SMHA Management Staff

\_\_\_\_\_  
Date