Board Approved
October 12, 2026

RESIDENTIAL LEASE AGREEMENT

Revision Effective 01-2027

THIS LEASE IS IN TWO PARTS:

Part I establishes the Terms and Conditions of the Lease. These apply to all tenants/ residents.

Part II is a Lease contract. This is executed by the residents and the authority, including Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of the Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of Lease execution), and dates of birth (DOB).

- Premises or dwelling unit address, occupancy date, and unit number;

- Pro-rated and full monthly rent amount;
  Security deposit required;
  Pro-rated and full monthly utility allowance provided (if any);
  Pro-rated and full monthly utility reimbursement (if any);
  Amount of any other charges due under the Lease.

- Utilities and appliances provided by the authority with the unit;

- All pamphlets or informational materials provided to Tenant;

- Signature line for the parties to the Lease (Head of household and co-head of household must sign the Lease);

- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside normal authority working hours.

BETHLEHEM HOUSING AUTHORITY

PART I:

RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

THIS LEASE AGREEMENT (called the "Lease") is between the Bethlehem Housing Authority and the Tenant named in Part II of this Lease (called "Tenant"). [Title 24 CFR 966.4 (a)]

I. Description of the Parties and Premises: [966.4 (a)]

(a) The authority, using verified data regarding the family income, assets, deductions, composition, needs, Leases to the Tenant, the property (called "premises" or "dwelling unit") as described in Part II of this Lease Agreement is subject to the terms and conditions contained in this Lease. [966.4 (a)]

(b) Premises must be used only as a private residence, solely for the Tenant and the household members named on Part II of the Lease. The authority may, by prior written approval, consent to the Tenant's use of the unit for legal profit-making activities incidental to the residential use subject to the authority's policy on such activities. [966.4 (d) (1 & 2)]

(c) Any additions to the household members named on the Lease, including Live-in Aides and foster children, but excluding natural births, require the advance written approval of the authority. Such approval will be granted only if the new family members pass the authority'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)]

The tenant agrees to wait for the authority's approval before allowing additional persons to move into the Premises. Failure on the part of the Tenant to comply with this provision is considered a serious violation of the material terms of the Lease, which may result in termination of the Lease by Section XVI. [966.4 (f)(3)]

(d) Deletions (for any reason) from the household members named on the Lease shall be reported by the Tenant to the authority in writing, within **10 calendar days** of the occurrence. [966.4 (c)(1)(2) &(f)(3)]

II. Lease and Amount of Rent

(a) Unless otherwise modified or terminated by Section XVI, this Lease shall automatically be renewed on a month to month. [966.4 (a)(1)]

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the authority in accordance with Section VII herein. [966.4 (c)]

The amount of the Total Tenant Payment and Tenant Rent shall be determined by the authority in compliance with HUD regulations and requirements and by the authority's Admissions and Continued Occupancy Policy (ACOP). [966.4 (c)]

(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 VII below and include all maintenance services due to normal wear and tears. [966.4 (b)(1), (e)(1) & (3)]

When the authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the authority 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 the authority. If the Tenant asks for an explanation, the authority shall respond in a reasonable time. [966.4 (c)(4)]

III. Other Charges

In addition to rent, the Tenant is responsible for the payment of certain other charges specified in this 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 the Tenant, household members, or guests. When the authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either by the Schedule of Maintenance Charges posted by the authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]

(b) **Excess Utility Charges –** At Developments or High Rises where utilities are provided by the authority, a charge shall be assessed for excess utility consumption due to the operation of major Tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4 (b)(2)]

(c) **Late Charges –** A charge of **$20.00** will be charged for rent paid after the **fifth** calendar day of the month. [966.4 (b)(3)] The Authority 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 the Tenant receives the authority's written notice of the charge. [966.4 (b)(4)]

(d) R**eturned Check Charges** – Rent will be considered unpaid when a check is returned as NSF, stop payment, or written on a closed account. The **first occurrence** of a check returned for these reasons will result in a charge of **$16.50** on the Tenant's account, plus any applicable late charges. **Subsequent occurrences in the same year** will result in charges of **$25.00 each**, plus any applicable late charges.

IV. Payment Location

Remittance of rent payments and/or other charges will only be accepted via mail to Bethlehem Housing Authority, P. O. Box 25089, Lehigh Valley, PA 18002-5089. However, if needed as reasonable accommodation, the Authority shall make other arrangements for payment of rent. The Authority will not accept cash. [8.24 (a)(1)(2) and (b)]

V. Security Deposit

(a) **Tenant Responsibilities:** Tenant agrees to pay an amount equal to **$**_____ or one month's Total Tenant Payment not to exceed **$100.00**. The elderly, handicapped, or disabled shall pay **$50.00**. The dollar amount of the security deposit is noted in Part II of this Residential Lease. [966.4 (b)(5)]

(b) Tenants may terminate this Lease at any time by giving **fifteen (15) days'** written notice. 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 the Tenant has vacated, and the dwelling unit has been inspected by the authority.

(c) **Authority's Responsibilities:** The authority 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 the Tenant at the termination of this Lease.

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

(d) The authority shall not charge an increased security deposit for Tenants with disabilities, who are wheelchair-bound and/or have service, emotional, or companion animals that deem necessary as reasonable accommodation.

The return of a security deposit shall occur within **30 calendar days** after the Tenant moves out, in accordance with the Landlord Tenant Law of Pennsylvania. The authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to the Tenant when he/she vacates, less any deductions for any costs indicated above, so long as the Tenant furnishes the authority with a forwarding address. If any deductions are made, the authority will furnish the Tenant with a written statement of any such costs for damage and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances [966.4 (b)(1)]

(a) **Authority-Supplied Utilities:** If indicated by an (X) on Part II of the Lease Agreement, the authority will supply the indicated utility: electricity, natural gas, heating fuel, water, and sewer service. The authority 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, the Authority 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 the Authority. A monthly service charge will be payable by the Tenant where applicable for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Development/High Rise Office. [966.4 (b)(2)]

Tenant-Paid Utilities: If Tenant resides in a Development where the authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utility Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the utility supplier or Tenant each month. [5.603] Relief from payment of utility supplier billing more than the allowances for tenant-paid utilities, may be granted upon a tenant's request as reasonable accommodation for households with a person who has disabilities, to cover the cost of higher utility consumption necessitated by the disability-related medical equipment.

(b) **Revision Because of Utility Allowance Rate Changes:** The authority may revise its allowances during the term of the Lease and shall give the tenant **30 calendar** days written notice of the revised allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.502 (b)] If the Tenant's actual utility bill exceeds the Allowance for Utilities, the Tenant shall be responsible for paying the actual bill to the supplier. If the Tenant's actual utility bill is LESS than the Allowance for Utilities, the Tenant shall receive the benefit of such saving.

(c) **Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by the authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)]. The tenant agrees to **connect utilities in the name of the Head or Co-Head of household only** and agrees to notify the authority if utilities are terminated for non-payment.

Tenants also agree to abide by any local ordinance or House rules restricting or prohibiting the use of kerosene heaters in multi-dwelling units.

VII. 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 the

authority, members of the household may engage in legal profitmaking activities in the dwelling unit incidental to the residential use. [966.4 (d)(1) & (2)]

(b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, because of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the Lease, and the authority cannot make any reasonable accommodation that would enable Tenant to comply with the Lease; THEN, the authority may designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit at Tenant's expense. If there are no family members who can or will take responsibility for moving the Tenant, the authority will work with appropriate agencies to secure suitable housing and will terminate the Lease by Section XIV of this Lease.

At the time of admission, all Tenants can identify the family member(s) to be contacted if they become unable to comply with Lease terms.

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

(1) The status of each family is to be re-examined annually. [5.617 (a)(1)]

(2) Tenants must supply the authority, when requested, with accurate information about family composition, age of family members, income and source of income of all family members, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [5.617 (b)(2)]

Failure to supply such information when requested is considered a serious violation of the terms of the Lease, and the Authority may terminate the Lease.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing release waiver forms for third-party sources, presenting documents for review, or providing other acceptable forms of verification. [966.4 (c)(2)]

The authority shall give the Tenant adequate notice of what actions the 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 the authority to decide whether the amount of the rent should be changed and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made by the ACOP, which can be found in the Family Development Office, Central Office, and on BHA website: Bethlehemhousing.org. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) Policies for tenants to report changes to the annual adjusted income or household composition that occur between annual reexamination:

(a) A tenant on income-based rent is required to report **within 10 business days** of occurrence, all changes in family circumstances concerning household composition, income, and asset income, that may affect rent and unit size that occur between annual reexaminations. Tenants who delay reporting income increases that would have resulted in 10 percent or more shall be subject to retroactive rent increases in accordance with the PHA's policies set below. **However,** the PHA **shall not** process interim reexaminations for income increases that results in less than a 10-percent increase in annual adjusted income. The tenant is responsible for providing the authority with verification/documentations of all changes in the household. Once all verifications and documentation are received from the tenant validating the reason for an interim reexamination, the BHA will determine if an interim is due and will complete the process generally within 30 days.

(b) BHA shall process interim re-examinations for changes that occur between annual re-examinations in accordance with the policies described below:

(1) **Income Decreases:** When a family's annual adjusted income has changed by an amount that results in a decrease of 10 percent or more in annual adjusted income

(2) **Income Increases:** When the family's annual adjusted income has changed by an amount that results in an increase of 10 percent or more in annual adjusted income. **However,** for earned income, the PHA will not consider any increases in earned income, **unless** the family previously received an interim rent reduction during the same reexamination cycle. The PHA shall conduct an interim reexamination when the family previously received an interim reexamination for decreases in income (both earned and unearned income).

(3) **Combined Increase of Earned and Unearned Income:** When a combined increase of earned and unearned income is reported, the PHA shall look at the earned and unearned income changes independently to determine if an interim reexamination is due according to the Income Increase policy described above. **For example,** the combined increase may be 12%, but separately they may be 5 percent for earned income increase, and 7 percent for unearned income increase. Therefore, no interim shall be conducted because the percentage for both were under the PHA's 10 percent threshold. **If** the unearned income is 10 percent or more then the PHA would conduct an interim using the unearned income increase, but not the earned income, **unless** the tenant previously received an interim rent reduction. **If t**he earned income is 10 percent or more increase, and the unearned income was 2 percent, the PHA shall not conduct an interim based on the 10 percent earned income increase, **unless** the tenant previously received an interim rent reduction during the same reexamination cycle. In other words, if the tenant previously received an interim rent reduction, then the PHA must conduct the interim reexamination to include the earned increase income of 10 percent, but not the unearned income increase that is less than the PHA's 10 percent threshold.

(4) **Family Deduction Increases:** When the family's deduction such as unreimbursed childcare expenses, health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses, and permissive deduction for child support, increases results in a 10 percent or more decrease in annual adjusted income.

(5) **Changes in Household Composition:** When tenant adds or deletes household members, including family members, foster children, foster adults, and live-in aides, regardless of the change in household composition that may result in a decrease, increase, or no change in adjusted income. The PHA shall apply the 0-percent threshold, not the 10 percent threshold, to conduct an interim reexamination. This lower threshold of 0-percent does not apply when the household does not add or remove a household member but experiences other kinds of changes to existing household member characteristics (e.g., a head of household turns 62 and the family becomes an elderly family, or an adult member who is not the head, co-head, or spouse enrolls as a full-time college student and becomes a dependent). Such changes shall be reviewed under the normal increase or decrease policies described above. **Note:** When conducting interim reexaminations for increases due to the addition or deletion of a household member, the PHA shall not consider increases in earned income, **unless** the family has previously received an interim reduction during the same reexamination cycle.

(6) **Other Reasons for conducting interim reexamination –**

(a) **If it is discovered that the Tenant has misrepresented** the facts upon which the rent is based to be charged less rent, then the Authority shall apply an increase retroactively to the first day of the month following the date of the actual change, unless the increase is below the PHA's 10% threshold. The PHA shall follow the interim reexamination policy described in (b) above. BHA shall not reimburse the tenants for any overpayments when the overpayments are clearly caused by the tenants. No 30-day advance notice of rent increase shall be required.

(b) If at the time of an annual or interim reexamination, tenant declarations or old verifications were used on a provisional basis due to the lack of third-party verification, and third-party

verification becomes available, the BHA will conduct an interim reexamination according to the policy described in (b) above.

(c) The BHA may conduct an interim re-examination at any time to correct an error in a previous reexamination or during a fraud/misrepresentation of income.

(d) **After the initial Over-Income determination is made,** BHA must conduct an income reexamination 12 months later to determine if the family remains over-income even if the family is paying flat rent and/or the date no longer coincides with the family's original annual reexamination date. An income reexamination to determine if a family remains over-income does not reset the family's normal annual reexamination date. If BHA discovers through an annual or interim income reexamination during the 24-month grace period that a previously over-income family is below the over-income limit, the family is no longer over-income. In this case, a previously over-income family would be entitled to a new 24-consecutive-month grace period if the family's income once again exceeds the over-income limit. Over-income families can only request an interim determination of rent during the initial 24-month period following initial over-income. Over-income families will not be required to complete annual certification after the initial 24-month period. Termination of tenancy for family over-income for 24 consecutive months: HUD will allow BHA to grant an additional 6 months of housing beyond the consecutive 24-month period after initial determination.

(e) **Rent formulas or procedures** are changed by Federal law or regulation.

(4) **Flat Rent Tenants:** Once a year the tenant shall be offered the opportunity between flat rent or income-based rent. If the tenant chooses flat rent, the BHA shall conduct reexamination of income at least once every three years, unless the family is considered over-income family, and reexamination of household composition annually. However, if there is a change in household composition during the reexamination cycle, the tenant is required to report the change within 10 business days from date of occurrence. The tenant may switch from flat rent to income-based rent due to any financial hardship such as a decrease in income or increase in deductions.

(5) **Rent Adjustments:** Tenant will be notified in writing of any rent adjustment due to the situation described above. All notices will state the effective date of the rental adjustment.

(a) **Rent Decrease:** Rent decreases will be effective on the first day of the month after the date of the actual change leading to the interim reexamination of family income. This means the decrease may be applied retroactively**. However**, due to failure to report timely changes as required, a retroactive rent decrease shall be applied on the first of the month following the family's most recent previous income examination. For example, a tenant's current annual reexamination or interim is effective February 1. The tenant lost their job or benefits on January 2 but failed to report the change until April 5. The retroactive rent decrease shall be effective March 1, the first of the month following the family's most rent previous income examination, not the month following the actual change of income, or the month following the reported date of income.

(b) **Rent Increase:** Rent increases shall be effective on the first of the second month following the actual change date for all timely reported changes. The PHA shall provide the tenant with the required **30-day** notice of any rent increases. If there is a delay in process by the PHA, the effective date shall be the first of the month beginning after the end of that 30-day notice.

(c) **Rent Increase Due to Misrepresentation or Tenant's Delay in Reporting Changes:** Rent increase shall be effective retroactively to the first of the month following the date of the change leading to the interim reexamination of family income. No 30-day notice is required.

(d) **Rent Increase Due to Change in Federal Law or Regulations:** Rent increase shall become effective on the first day of the second month following the month in which the Authority notifies the Tenant of the law or regulatory change.

(6) **Hardship exemptions for childcare expenses and for health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses:** The tenant is required to make their request in writing within 10 business days of occurrence in a PHA format form and is required to report within 10 days if circumstances that made the tenant eligible for the hardship exemptions are no longer applicable. Failure to do so, the PHA shall process a rent retroactive charge that would cause the tenant to repay under charged rent. Upon request, the PHA shall follow the hard relief policy noted in its Public Housing Program Admission and Continued Occupancy Policy (ACOP), which is posted on the BHA's website, Chapter 6 Part VI.E and VI.F.

(d) **Transfers [966.4 (c)(3)]**

(1) Tenant agrees that if the authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the authority shall send Tenant written notice. The tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size or design.

(2) The authority may relocate a Tenant into another unit if it is determined necessary to rehabilitate or demolish the Tenant's unit.

(3) If a Tenant makes a written request for special unit features in support of a documented disability, the authority shall modify the Tenant's existing unit. If the cost and extent of the modifications needed are greater than those required for a fully accessible unit, the Authority may transfer the Tenant to another unit with the features requested at the Authority's expense.

(4) A Tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit. [8.27 (b)]

(5) In the case of **involuntary transfers**, the Tenant shall be required to move into the dwelling unit made available by the Authority. Tenants shall be given three **(3) calendar** days on which to move following the issuing of new keys. If the Tenant refuses to move, the authority may terminate the Lease. [966.4 (c)(3)]

(6) Involuntary transfers are subject to the Grievance Procedure, and tenants have the right to request a grievance hearing. In cases where eviction is the consequence for refusing the mandatory transfer, tenants must request the grievance hearing within three **(3) calendar days**, and the hearing will be held promptly. If the hearing officer rules against the tenant, eviction proceedings shall proceed/continue with no further notice. [966.4 (c)(4)]

(7) The authority will consider any Tenant requests for transfers by the transfer priorities established in the Admissions and Continued Occupancy Policies (ACOP).

VIII. Authority Obligations [966.4 (e)]

The authority shall be obligated:

(a) To maintain the dwelling unit and the Development or High Rise in a decent, safe, and sanitary condition; [966.4 (e)(1)]

(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 Development/High Rise buildings, facilities, and common areas, not otherwise assigned to Tenants for maintenance and upkeep, 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 the Authority; [966.4 (e)(5)

(f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste; [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 by law 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 the Tenant of the specific grounds for any proposed adverse action by the authority. (Such adverse action includes, but is not limited to, proposed Lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the authority is required to afford the Tenant the opportunity for a hearing under the authority's grievance procedure for a grievance concerning a proposed adverse action:

(1) The Notice of the proposed adverse action shall inform the Tenant of the right to request such a 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.

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

(i) **Reasonable Accommodations for Residents with Disabilities:** Housing providers must make reasonable accommodations in the Lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential Lease requirements; it does not require the lowering or waiving of essential requirements. Accommodation is not reasonable if it requires a fundamental alteration of the program or imposes undue financial and administrative burdens on the housing provider.

(j) **Violence Against Women Act (VAWA):** At admission, lease termination, and any time the tenant request these forms, BHA shall provide tenant with **HUD Form - 5380** Notice of Occupancy Rights Under the Violence Against Women Act – Rights for Survivor and **HUD Form – 5382** Certificate of Domestic Violence, Dating Violence, Sexual assault, or Stalking. However, it is the responsibility of the tenants to inform BHA that they are a victim of domestic violence, dating violence, sexual assault, or stalking, or any other violence concerning VAWA. Tenants must provide enough information for BHA to decide regarding the adverse factor they are claiming was a direct result of domestic violence, dating violence, sexual assault, or stalking. Tenants also have the right to request an emergency transfer and certify they qualify for an emergency transfer under VAWA. Upon request, BHA shall issue the tenant **Form HUD-5381** Emergency Transfer Plan and **HUD Form-5383** Emergency Transfer for Victims of Domestic Violence, Dating Violence, Sexual assault, or Stalking.

(k) **Lease-Bifurcation:** In accordance with the Federal regulation 24 CFR 5.2009 (a), Bethlehem Housing Authority shall bifurcate a lease, or remove a household member or lawful occupant from the lease to evict, remove, terminate occupancy rights, or terminate assistance to such member who engage in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual.

The bifurcation shall be consistent as follows: For mixed families where assistance is being provided to the perpetrator and the victim is a member of the household who hasn't contended eligible immigration

status, BHA shall provide any remaining tenant who was not already eligible a period of 30 calendar days from the date of bifurcation of the lease to:

a) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease.
b) Establish eligibility under another covered housing program; or
c) Find alternative housing.

Assistance is limited to **30 days** if the remaining members have not submitted documentation evidence of satisfactory immigration status, or a pending appeal of a verification determination of the family member's immigration status. This is because Section 214 of the Housing and Community Development Act of 1980 (42 U.S.C. 1436a(d)(4)(A)) requires that assistance under these programs be terminated after 30 days if the remaining family members cannot indicate they have a satisfactory immigration status.

BHA will not initiate eviction procedures until 30 days after the lease bifurcation.

Eviction, removal, termination of occupancy rights, shall be in accordance with the procedures prescribed by federal, state, or local law for termination of lease.

Court-ordered eviction of the perpetrator pursuant to applicable laws results in the underlying lease becoming null and void once BHA regains possession of the unit. BHA would then execute a new lease with the victim who has been determined eligible under the covered housing program. **Note:** HUD encourages PHAs to simultaneously attempt to reach agreement to the mutual termination, if it is safe to do so.

IX. Tenant's Obligations

Tenant shall be obligated:

(a) Not to assign the Lease, nor sublease the dwelling unit. [966.4 (f)(1)]

(b) (1) Not to give accommodation to boarders or lodgers; [966.4 (f)(2)]

(2) **GUEST STAY**: Tenants must notify the BHA in writing (BHA Guest Form) and complete a Criminal Background/Sex Offender Questionnaire when overnight guests will be staying in the unit for **more than three (3) calendar days**. A guest can remain in the unit no longer than 14 consecutive calendar days or a total of 30 cumulative calendar days during any 12 months, with advanced consent in writing to the BHA.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 30 consecutive calendar days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Children who are subject to joint custody arrangements or for whom a family has visitation privileges, who are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

Former residents who have been banned, evicted, or owe BHA a balance is not permitted as overnight guests.

Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes a violation of the lease.

(a) BHA's permission is not required for overnight stay. However, when required, a tenant must provide the name and address of their overnight guest for the following reasons: When complaints are received that a tenant's guest has threaten the health, safety, and peace of the premises, or participated in criminal activity or drug related criminal activity on or near the premises, assaulted

other residents or the BHA's employees, or subcontractors, participated in actual/or threatened gender-based violence or stalking, violated the BHA's no smoking policy, affected the health, safety, or right to peaceful enjoyment of the premises by other tenants. For these reasons, the tenants are responsible for having knowledge of their overnight guest's name and address.

(b) For the health and safety of the BHA's tenants, employees, subcontractors, tenants are not permitted to allow any stranger to stay overnight.

(c) The BHA reserves the right to ban guests who threaten health, safety, or the right to peaceful enjoyment by other residents. In such cases, tenants will be notified when a guest has been banned. Then, they can make a complaint about the BHA's decision to ban guests by using the Grievance Procedure.

(d) If a tenant breaks the rules in the lease, BHA shall terminate the tenancy and start an eviction. The heads of households are responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near BHA premises [24 CFR 966.4(f)].

(c) 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. [966.4 (f)(3) & (d) (1&2)] (See also Sec. I (b))

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

(d) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing Development or High Rise and Tenants. These regulations shall be posted conspicuously in the Development Office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4 (f)(4)]

(e) To comply with the requirements of applicable state and local building or housing codes, materially affecting the health and/or safety of the Tenant and household. [966.4 (f)(5)]

(f) To keep the dwelling unit and other such areas as may be assigned to the Tenant for exclusive use in a clean and safe condition. [966.4 (f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of the Tenant, free from hazards, clutter, and trash, and keeping the yard free of debris, litter, clutter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability, provided a request is on record. [966.4 (g)]

(g) 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 the Authority. [966.4 (f)(7)]

(1) To refrain from and cause members of Tenant's household or guest to refrain from littering or leaving trash and debris in common areas, including patios, porches, and shed areas.

(h) 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)]

(1) Waterbeds and swimming pools are prohibited.
(2) Sprinklers and wash hoses are prohibited.
(3) Washing vehicles are prohibited.

(i) To refrain from and to cause households and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or Development or High Rise. [966.4 (f)(9)]

(j) To pay reasonable charges (other than for wear and tears) for the repair of damages to the dwelling unit, Development, or high-rise buildings, facilities, or common areas caused by Tenants, household members, or guests. [966.4 (f)(10)]

(k) **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 authority Developments and High Rises in a decent, safe, and sanitary condition. [966.4 (f)(11)]

(l) **To assure that Tenant, any member of the household, guests, or another person under Tenant's control, shall not engage in:**

(1) Any criminal activity that threatens health, safety, or the right to peaceful enjoyment of the premises by other residents, or persons residing in the immediate vicinity; or criminal activity that may threaten the health or safety of property owners, management staff, persons performing contract administration functions or other responsibilities on behalf of the PHA (including the PHA employee or a PHA contractor, subcontractor, or agent). [24 CFR 982.533]

(2) Any drug-related criminal activity **on or off** the premises. [24 CFR 966.4 (f)(12)(i)(A)(2)]

(3) Any violent criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]

(4) Alcohol abuse or pattern of abuse of alcohol that affects the health, safety, or the right to peaceful enjoyment of the premises by the residents. [24 CFR 966.4(12)(iii)]

(5) If the tenant or a member of the tenant's household, regardless of the date of admission, engages in criminal activity (including sex offenses while living in HUD-assisted housing, the PHA shall pursue termination of tenancy. {HUD PIH Notice: 2012-28}

(6) Any tenants accommodating any person on the BHA banned list shall be evicted. Former residents who have been banned are not permitted on BHA property.

(m) To make no alterations or repairs or redecorations to the interior/exterior of the dwelling unit or the equipment, nor to install additional equipment or major appliances without the written consent of the Authority.

(1) Tenants are not permitted to change, alter, or install new locks on interior or exterior doors without the Authority's written approval.

(2) Tenants are prohibited from the use of nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit. A reasonable number of picture hangers is acceptable.

(3) Tenants are prohibited from the installation of wallpaper, contact paper and/or stencils, sponge art, or painting the unit any other color than BHA Linen. However, tenants are permitted to decorate their walls with art stickers that are removable and leaves no residue or wall damage behind.

(n) To give prompt prior notice to the Authority, by Section VIII hereof, if the Tenant intends to leave the dwelling unit unoccupied for any period exceeding one calendar week.

(o) To act cooperatively with neighbors and the Authority's Staff. To refrain from and cause members of the Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors, other BHA Tenants, and the Authority's staff.

(p) To display, use, possess, or allow members of Tenant's household or guests to display, use, or possess any firearms or apparatus capable of projectile or propelling. Operable or inoperable, including but not limited to BB, pellet, and paintball guns or any other weapons, offensive or otherwise, as defined by the laws of the Commonwealth of Pennsylvania. Firearms and/or apparatuses are prohibited on the property of the authority, even if there is a license to carry them.

(q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises, including sheds. Tenant to pay the **first $2000** of the actual cost of fire/smoke/water damage caused by Tenant, Tenant's household, and guests because of negligence.

(r) Obstruction of sidewalks is prohibited. Except for decorative flower bed types that are not to exceed 12 inches in height and 3 feet in distance from the exterior wall of the dwelling unit, fences are not permitted.

(1) Outdoor solar lighting is permitted only around the flower bedding, not electrical solar lights.
(2) Avoid obstructing areaways, galleries, passages, elevators, and/or stairs, except for traveling in and out of the dwelling unit, the use of these areas should be avoided.
(3) Basketball hoops of any type are prohibited.
(4) Inflatable Bounces and trampolines are prohibited.

(s) Refrain from erecting or hanging radio or television antennas, satellite dishes, and/or surveillance cameras to any area of the exterior of the dwelling unit or shed.

(1) Surveillance cameras are permitted to be used inside the unit but must be mounted with double-faced tape or Velcro strips.

(2) Doorbell cameras can be used at both entrances.

(3) Cameras are prohibited from being mounted on the exterior of the dwelling unit structure. Making any permanent holes inside or outside of the structure, such as nails, screws, bolts, or any other means of permanently damaging the dwellings is prohibited.

(t) Refrain from placing signs and/or flags of any type in or about the dwelling unit, with the exception for those allowed under applicable zoning ordinances may be made only after receiving written permission from the Authority.

(u) **Pet, Emotional Support Animals (ESAs) and Service Animals:**
Tenants are not to keep, maintain, harbor, or board any dog, cat, livestock, or pet of any nature in the dwelling unit, or the grounds of any authority Development or High Rise, except by the Authority's Pet Policy, ESAs Policy, Service Animal Policy. Tenants are prohibited from permitting their guests to bring any type of animal into their unit or BHA's property, unless it is a service animal. Only the animals that are approved and described in the Pet Application or Reasonable Accommodation Request are authorized to be in the tenant's dwelling unit or on the property of BHA. Tenants are permitted to own and keep common household pets in their unit, in accordance with the duly established pet rules. Tenants are also permitted to own or keep a service animal or an emotional support animal in accordance with the duly established service animal and ESAs rules. Tenants may request a copy of current rules at any time. Failure to report any type of animal maintained in the unit and obtained BHA's approval shall be considered a lease violation and termination of tenancy.

(v) Vehicles: Any vehicles without valid registration and inspection stickers will be removed from the Authority's Property at owner's expense.

(1) Refrain from parking any vehicles in any right-of-way, fire lane, reserved parking spots, or properly posted locations that are marked by the authority or on BHA property. Parking or driving in any grassy area is prohibited and may be just cause for eviction. Vehicles are permitted only on driveways and paved portions of road.

(2) Any inoperable or unlicensed vehicle as described above will be removed from the authority's property at the Tenant's expense.
(3) All unlicensed motorized vehicles are prohibited; this includes ATVs/dirt bikes.
(4) Washing or repairing vehicles is not permitted on BHA property.

(w) It is the responsibility of the tenant to remove any personal items from the authority's property upon vacating and surrendering unit keys. For abandoning the dwelling unit, the personal property left for more then **30 calendar** days shall be considered abandoned and will be disposed of by the authority. Costs for storage and disposal shall be assessed against the former Tenant.

(x) Reasonable care should be used to keep the dwelling unit in a condition to ensure proper health and sanitation standards for Tenants, household members, and neighbors.

(1) TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF THE KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT. In addition to any known unsafe or unsanitary conditions, which include but are not limited to mold and pest infestation in the dwelling unit, common areas, and/or grounds of the Development or High Rise.

(2) Failure of the tenant to promptly report repairs will be considered to have contributed to damage(s) that occurs beyond normal wear and tear.

(3) Failure to be prepared for pest extermination will result in a $25.00 charge to your account.

(4) Refrain from blocking doors or windows from inside or outside of the unit, including sheds.

(y) **Any fraud committed in connection with any Federal Housing Assistance program is prohibited.**

(1) Receiving assistance for occupancy of any other unit assisted under any Federal Housing Assistance program during the term of the Lease is prohibited.
(2) Accurate information must be reported during the application process, re-examinations, and whenever there are changes in income, assets, and family composition.
(3) Discovery after admission of facts that made tenant ineligible.
(4) Discovery of materially false statements or fraud by the tenant in connection with an application for assistance, annual reexamination, or interim examination.
(5) Reporting inaccurate or false information to the PHA will result in termination of lease, public housing assistance, and/or criminal prosecution.

(z) Tenant is to pay any utility bills promptly for utilities supplied by a direct connection to the company to avoid disconnection of service for such utilities.

(a.a) Not to maintain in-ground vegetable gardens on BHA property.

(a.b) Removing, tampering with, or otherwise attempting to disable any smoke detector in any area of the apartment (this includes battery removal.) is prohibited. Failure to comply may result in the termination of lease.

(a.c) Blocking both bedroom windows with either an air conditioner or a piece of furniture is prohibited – one window must be accessible if an emergency escape is necessary.

(a.d) **Reasonable Accommodation:** Tenants are responsible for requesting reasonable accommodation at any time, even for the first time during an eviction.

(a.e) **Violence Against Women Act (VAWA):** Tenants are responsible for reporting if they are victims of domestic violence, dating violence, sexual assault, or stalking, even for the first time during an eviction. Then BHA is responsible to follow the Violence Against Women Act (VAWA) noted in its policy. Tenants are also

responsible for requesting VAWA emergency transfer. Tenants are to contact BHA's VAWA Coordinators.

(a.f) **No Smoking Policy:** Failure to abide by the provisions of the BHA's No Smoking Policy distributed to tenants is cause for lease termination. For the benefit and well-being of tenants, staff, and guests, all leaseholders of the Authority's Public Housing dwelling units are prohibited from smoking anywhere in or outside the buildings, or dwelling units, including all common grounds such as entryways, hallways, restrooms, opening to windows and doors, except for twenty-five (25) feet from all buildings, including windows, doors, and exterior walls. Copies of the No-Smoking Policy were given to the tenants and can be obtained at the residents' management office. Smoking means inhaling, exhaling, breathing, burning of any lighted cigar, cigarettes, including e-cigarettes, other tobacco products, or similarly lighted smoking material in any manner or in any form. Electronic nicotine delivery systems (ENDS) include e-cigarettes, nicotine inhalers, and vaping devices. Use of ENDS is not permitted in public housing units, common areas, or in outdoor areas within 25 feet as stated above.

(a.g) **Lease Revision:** Failure to accept BHA's offer of a lease revision to an existing lease is cause for lease termination. Lease revisions are adopted by BHA in accordance with 966.3, with written notice of the offer of the revision at least 30 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.

(a.h) **Repayment of Tenants Debts:** If a tenant owes retroactive rent due to misrepresentation of family composition or income, the BHA will require the tenant to repay the full amount or to enter a repayment agreement, within 30 days of receiving lease termination notice from BHA of the amount owed. BHA established a threshold of $3,000 for retroactive rent charge due to tenant's misrepresentation of family composition and/or income. If the tenant is unable to repay a retroactive rent within thirty (30) days, BHA will offer a repayment agreement if the amount does not exceed $3,000.

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed shall be affordable and not exceed 40 percent of the family's monthly adjusted income. If the tenant wishes to pay more than the amount set, the BHA will agree to the tenant's request. If a tenant refuses to repay the debt, does not enter into a repayment agreement according to the BHA set policy, or breaches a repayment agreement, the PHA will terminate the tenant's tenancy.

When a tenant refuses to repay debt owed to the BHA, in addition to termination of tenancy, the BHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil lawsuit
- State income tax set-off program

(a.i) Repayment Agreement for Maintenance Charges

BHA established a $2,000 threshold for maintenance charges due to tenant's negligence. If the tenant is Unable to repay a maintenance charge within thirty (30) days, the BHA will offer a repayment agreement if the amount does not exceed $2,000 and with the term does not exceed twenty-four (24) months. If a tenant breaches a repayment agreement, BHA will terminate the tenant's tenancy in accordance with BHA's termination policies. BHA may also pursue other modes of collection.

(a.j) Bicycles and E-Bikes:

Due to the safety and comfort of everyone in our high-rises, bicycles and E-Bikes in hallways and common areas are strictly prohibited. They are not to be stored or ridden in the hallways and common areas. These shared spaces are used for tenants, visitors, employees, and contractors who walk or those who use mobility power/electric scooter due to their disability. Failure to comply shall be cause for termination of tenancy.

X. Defects Hazardous to Life, Health, or Safety

If 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)]

Authority Responsibilities:

(a) The Authority shall be responsible for the repair of the unit within a reasonable period 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) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary, repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by the Tenant, household members, or guests. [966.4 (h)(3)]

(c) Tenant shall accept any replacement unit offered by the Authority.

(d) In the event repairs cannot be made by the Authority, as described above, or alternative accommodation is not provided, 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 the Tenant rejects alternative accommodation or if the damage was caused by the Tenant, household members, or guests. [966.4 (h)(4)]

(e) If the Authority determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

(a) Tenant shall immediately notify the management office of the damage and intend 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 pay full rent, less than the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

XI. Inspections

(a) **Move-in Inspection:** The Authority and Tenant shall inspect the dwelling unit before occupancy by the Tenant. The Authority will give the tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant, and a copy of the statement remains in-Tenant's folder. [966.4 (I)] Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to Tenant.

(b) **Annual Inspections**: The Authority will inspect the unit at least annually to check needed maintenance, Tenant housekeeping, and other Lease compliance matters. The tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.

(c) **Move-out Inspection**: The Authority will inspect the unit at the time the Tenant vacates and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. Tenant and/or representative may join in such inspection unless Tenant vacates without notice to the Authority. [966.4 (I)]

(d) **Periodic Inspections:** Inspections will be conducted for failed inspections, reported poor housekeeping, or hazardous conditions.

(e) **Unexpected Inspections:** Inspections will be conducted during an emergency.

(f) BHA staff may conduct a special inspection for the following reasons:

- Housekeeping
- Unit condition
- Suspected lease violation
- Preventive maintenance
- Routine maintenance
- There is reasonable cause to believe an emergency exists.

XII. Unit Entry During Tenancy

(a) Tenant Responsibilities –

(1) The tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (**8:00 A.M. to 4:30 P.M.**) to perform routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]

(2) The tenant's request for maintenance shall constitute permission to enter the unit. A reasonable period to complete a ", routine" work order is 30 calendar days. If the work order cannot be completed within the 30-calendar day, the tenant will be notified of Maintenance intent to re-enter the unit.

(3) The tenant's obligations require that the family allow PHA to inspect the unit. A Notice of Termination of Lease shall be served for failure to allow the PHA to inspect the unit.

(b) Authority's Responsibilities –

(1) The Authority shall give the Tenant at least **48** hours' written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times. [966.4 (j)(1)]

(2) The Authority may enter the Tenant's dwelling unit at any advance notice when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]

(3) If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry before leaving the dwelling unit. [966.4 (j)(3)]

XIII. Notice Procedures

(a) **Tenant Responsibility:** Any notice to the Authority must be in writing, delivered to the Development or High Rise Office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]

(b) **Authority Responsibility:** Notice to the Tenant must be in writing, delivered to Tenant or any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail 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, whether signed or unsigned.

XIV. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by the Authority 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 outlined in Section IX above, or for other good cause noted on the lease. [966.4 (1)(2)]

Such serious or repeated violation of term shall include but are not limited to:

(1) The failure to pay rent or any other payments when due; [966.4 (1)(2)]

(2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the **1st** of the month**. Three** such late payments within 12 months shall constitute a repeated late payment. [966.4 (1)(2)] Management may refuse to renew this Lease if the Tenant is subject to **two** (2) magistrate judgments in 12 months.

(3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4 (1)(2)]. Failure to connect utilities in the Head or Co-Head's name.

(4) Misrepresentation of family income, assets, or composition; [966.4 (c)(2)]

(5) Give false statements verbally or in writing. Any fraud committed in connection with any Federal Housing Assistance program is prohibited.

(6) The tenant breached a repayment agreement.

(7) Failure to respond to correspondence from Bethlehem Housing Authority within the specified time is cause for lease termination. A tenant who fails to keep an appointment, or to supply information required by a deadline without notifying the BHA, may be sent a Notice of Termination of Lease.

(8) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income, assets or composition needed to process annual re-examinations or interim redeterminations; [966.4 (c) (2)] Failure to sign required documents for the authority. It is a tenant obligation to supply information, documentation, and certification as needed for BHA to fulfill its responsibilities.

(9) Failure to report changes in income and family composition within ten (10) business days, as required.

(10) Failure to ensure that all adults (18 and older), guests, or additions to the household go through a criminal background/sex offender process.

(11) Violation of the Guest Stay terms and conditions of the lease.

(12) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any Development or High-Rise site; [966.4 (1)(2)]. Hazardous conditions in the dwelling unit or common grounds caused by the tenant, family member, or guest.

1. Repeated or excessive damage to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.
2. Blocking both bedroom windows with an air conditioner or furniture.

3. Creating hazardous conditions by tampering with a smoke detector or electrical wiring or blocking an electrical panel box.

(13) Weapons or illegal drugs seized in an Authority unit by a law enforcement officer; [966.4 (10(2)]

(14) Any fire on Authority premises caused by the Tenant, household members, or guests' actions or neglect; [966.4 (1)(2)]

(15) Failure to comply with pest control treatment requirements.

(16) Failure to comply with the BHA Housekeeping Standards established in Section XVI of this Lease.

(17) Failure to dispose of garbage, recycling, and other waste from the dwelling unit in a sanitary and safe manner. The failure to place garbage and recycling containers at curbside on designated calendar days.

(18) Failure to keep leased unit and premises free of excessive clutter.

(19) Failure to notify the authority promptly of the known need for repairs to the dwelling unit.

(20) Illegal dumping of large items or trash on BHA property.

(21) Unauthorized alterations, repairs, or redecorations to the interior or exterior of the dwelling unit, equipment, or appliances. In addition, unauthorized wallpaper, border contact paper, stenciling, sponge art, or color paint other than the color linen.

(22) Failure to permit entry to tenants' dwelling unit during reasonable hours. The tenant's obligations also require that the family allow the BHA to inspect the unit. A Notice of Termination of Lease shall be served for failure to allow BHA to inspect the unit or enter to make repairs.

(23) The serious or repeated interference with the rights of Staff or other Tenants; (i.e. Tenants displaying unacceptable, irresponsible, or loud behavior.) Acting and speaking in an abusive or threatening manner, playing loud music, or playing surround sound equipment.

(24) Tenants or household members have engaged in or threatened violent or abusive behavior toward BHA personnel or other tenants.

- *Abusive or violent behavior* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

- *Threating* refers to oral or written threats or physical gestures that communicate with the intent to abuse or commit violence.

(25) Disturbing the peaceful enjoyment of other residents.

(26) Any criminal activity that threatens health, safety, or the right to peaceful enjoyment of the premises by other residents, or persons residing in the immediate vicinity; or criminal activity that may threaten the health or safety of property owners, management staff, persons performing contract administration functions or other responsibilities on behalf of BHA (including the BHA employee or a BHA contractor, subcontractor, or agent). [24 CFR 982.533]

(27) Any drug-related criminal activity **on or off** the premises. [24 CFR 966.4 (f)(12)(i)(A)(2)]

(28) Any violent criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]

(29) Alcohol abuse or pattern of abuse of alcohol that affects the health, safety, or the right to peaceful enjoyment of the premises by the residents. [24 CFR 966.4(12)(iii)]

(30) If the tenant or a member of the tenant's household, regardless of the date of admission, engages in criminal activity (including sex offenses while living in HUD-assisted housing, the PHA shall pursue termination of tenancy. {HUD PIH Notice: 2012-28}

(31) Any tenants accommodating any person on the BHA banned list shall be evicted. Former residents who have been banned are not permitted on BHA property.

(32) Failure to transfer into dwelling unit made available by the authority, or failure to return old unit keys within three calendar days.

(33) Allowing a former resident who has been evicted or owes a balance to the authority to stay or reside in the tenant's dwelling unit.

(34) Anyone knowingly allowing or harboring any person on the BHA banned list.

(35) Lease termination according to Violence Against Women Act (VAWA)

(36) Violation of the No Smoking policy.

(37) Violation of Pet policy, Assistance Animal policy, or Service Animal policy, or/and failure to comply with lease terms and conditions set in lease section IX. (u).

(38) Failure to comply with Community Service Program requirements.

(39) Failure to notify the authority of the tenant leaving the dwelling unit unoccupied for any period exceeding one calendar week.

(40) Unauthorized parking as stated in the lease.

(41) Failure to refrain from parking vehicles in right-of-way, fire lanes, or properly posted locations that are marked by the authority. Failure to refrain from parking or driving in a grassy area. Vehicles are permitted only on driveways and paved portions of road.

(42) Unauthorized motorbikes /motorcycles or ATVs stored on the authority's property, including patios and sheds.

(43) Failure to remove vehicles without valid registration or inspection stickers, including inoperable vehicles.

(44) Unauthorized car repair, car washing, swimming pools, waterbeds, sprinklers, or hoses.

(45) Unauthorized fences, flower beds, outdoor solar or electric lights, and basketball hoops.

(46) Unauthorized feeding of rodents, birds, or any outside animals.

(47) Unauthorized vegetable garden on authority property.

(48) Upon receiving written notice of a banned individual from the BHA, the residents and/or household members shall not permit a banned individual on the housing development premises and residence.

(49) Termination of tenancy for family over-income for 24 consecutive months, who failed to voluntarily vacate.

(50) Tenants are not permitted to allow anyone from the outside to use the laundry room to wash clothes.

(51) High-Rise and Pfeifle Homes tenants are not permitted to install any washer machine of any type in their units.

(52) ***Abandonment of the unit will be a cause for lease termination.*** If the family appears to have vacated the unit without giving proper notice, the BHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, the BHA will secure the unit immediately to prevent vandalism and other criminal activity.

(53) Removing, tampering with, or otherwise attempting to disable any smoke detector in any area of the apartment (this includes battery removal.) is prohibited. Failure to comply may result in the termination of lease.

(54) Any other lease violation not noted in this section

(b) The Authority shall give written notice of the proposed termination of the Lease of:

1. At least 30 days in case of failure to pay rent.
2. A reasonable period considering the seriousness of situations (but not to exceed 30 days)
   a) If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
   b) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
   c) If any member of the household has been convicted of a felony
3. 30 days in any other case.

(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 reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction. [966.4 (1)(3)(ii)]

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

3. 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 the Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against the Tenant, and the Tenant may be required to pay the costs of court and attorney fees.

4. When the Authority is required to offer the Tenant the opportunity for a grievance hearing under the Authority's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (1)(3)(iv)]

5. When the Authority is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the Authority has decided to exclude such grievance from Authority 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 the Authority 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)]

6. The Authority may evict a Tenant from the unit either by bringing a court action; or as an alternative, the Authority may evict by bringing an administrative action if the law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. To evict without bringing a court action, the Authority must afford the Tenant the opportunity for a pre-eviction hearing by the PHA grievance procedure. [966.4 (1)(4)(I)(ii)]. The hearing notice will advise persons with disabilities of their rights to request reasonable accommodation.

7. All notices of lease termination will include a copy of the forms HUD-5382 and HUD-5380 to accompany the termination notice. Any tenant who claims that the cause for termination involves domestic violence, dating violence, sexual assault, or stalking, of which the tenant or affiliated individual of the tenant is the victim will be given the opportunity to provide documentation in accordance with the policies

   The notice will include the following language for reasonable accommodation and Violence Against Women Act (VAWA):

   "If you or anyone in your family is a person with disabilities, and you require specific accommodation to fully utilize our programs and services, please contact the housing authority." And

   "If you or anyone in your family is a victim of domestic violence/abuse, please contact the BHA's Coordinator for Violence Against Women Act." 610-865-8386 or 8352.

(d) Tenants may terminate this Lease at any time by giving **15** calendar days written notice.

(e) In deciding to evict for criminal activity, the Authority shall have the discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects of the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Authority 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. The Authority 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 of being allowed to reside in the unit. [966.4 (1)(5)]

(f) When the Authority evicts a Tenant from a dwelling unit for criminal activity, the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the 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 (1)(5)(iii)(B)]

(g) This section addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. Definitions [24 CFR 5.100]

- **VAWA Violence/Abuse:** One or more incidents of domestic violence, dating violence, sexual assault, or stalking.

- **Victim:** Any victim of VAWA violence/abuse, regardless of actual or perceived sexual orientation, gender, identity, sex, or marital status.

- **Affiliated Person:** The tenant's spouse, parent, sibling, or child, or any individual, tenant, or lawful occupant living in the tenant's household; or anyone form whom the tenant acts as parent/guardian.

- **The Covered Housing Program:** Includes BHA's Public Housing Program and Housing Choice Vouchers (HCV) Program.

- **Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current of former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived 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, 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. Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic e or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

- **Dating Violence:** Violence committed by a person:
  1. Who is or has been in a social relationship of romantic or intimate nature with the victim; and
  2. Where the existence of such a relationship is determined based on the following factors:
     i) The length of the relationship. ii) The type of relationship; and iii) The frequency of interaction between the people involved in the relationship.

Note: The pattern of behavior of the offender can be the same as a domestic violence offender.

- **Sexual Assault:** Any non-consensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

- **Stalking:** Engaging in a course of conduct directed at a specific person that would cause a person to:
  1) Fear for the person's individual safety or the safety of others; or
  2) Suffer substantial emotional distress.

- **Actual and Imminent Threat:** Refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:
  - The duration of the risk,
  - The nature and severity of the potential harm,
  - The likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

- **Bifurcate:** To divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and state or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy thereof, nonprofit or for-profit organizations.

- **Violent Criminal Activity**: means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

- **Drug-related Criminal Activity:** means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug.

- **Drug:** A controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802].

- **Household**: The family and PHA-approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the unit [HUD-50058, Instruction Booklet, p. 65].

- **Covered Person**: A tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

- **Guest** means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has expressed or implied authority to so consent on behalf of the tenant.

- **Other Person Under the Tenant's Control:** The person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has expressed or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

- **Premises:** The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

XV. Waiver

No delay or failure by the Authority 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, otherwise expressly provided herein.

XVI. Housekeeping Standards

To improve the livability and conditions of the apartments owned and managed by the Bethlehem Housing Authority, uniform standards for resident housekeeping have been developed for all tenant families.

(a) **Authority Responsibility:** The housekeeping standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, or when deemed necessary to determine compliance with the standards. Upon completion of an inspection, the Authority will notify the Tenant in writing if he/she fails to comply with the housekeeping standards. The Authority will set up an appointment with the tenant within two weeks and advise the Tenant of the specific correction(s) required to establish compliance and indicate that training is available and have the tenant sign a housekeeping certification of his or her acceptance to take the training or refuse it. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

(b) **Procedure to be followed when a tenant fails their unit inspections:**

(1) When a tenant fails the initial housekeeping inspection, a follow-up inspection will be conducted within two weeks from the date management meets with the tenants and goes over their failed inspection, correction needed and offers the available training that consists of a video.

(2) If, at the follow-up inspection, the tenant fails the unit inspection, the unit will be inspected again in thirty (30) days.

(3) If the unit fails the (30) day follow-up inspection, the tenant's lease will be immediately terminated. Failure of three failed inspections will constitute a violation of the Lease terms.

(4) If the tenant has a disability and hoarding/clutter is related to her or his disability, the tenant may request reasonable accommodation to stop eviction, and/or to grant them more time to correct the problem and indicate why they will be able to correct the problem. In the tenant's request for reasonable accommodation, the tenant must state the reasonable amount of time to clean up and get rid of the clutter, and when they will be ready for another unit inspection. Then the authority will schedule another unit inspection. Note: Reasonable amount of time and inspection may not consist of longer than ninety (90) days.

(5) This reasonable accommodation may be an exception, or adjustment to the lease term. The tenant can ask for reasonable accommodation in person, over the phone, or in writing, but it is best to put the request in writing for the tenant to keep a copy of the request. If the tenant's disability is not obvious, the tenant must provide verification by a professional health care provider explaining how reasonable accommodation is related to the disability. The doctor does not need to reveal the tenant's diagnosis. If the tenant cannot correct the problem, the tenant will need to attend the eviction hearing.

(6) No tenants will be evicted because of their disability, but because they failed to comply with the authority's housekeeping standards. Because the tenant lives in a subsidized public housing unit, the tenant must have the ability to comply with the authority's housekeeping standard or plan for someone to aid him or her in complying with the housekeeping standards. If a tenant cannot make any reasonable accommodation that would enable the tenant to comply with the housekeeping standard, then tenant must find more suitable housing and move from the dwelling unit at the tenant's expense.

(7) If the tenant lives in Lehigh or Northampton Counties, and he or she is having housing problems relating to hoarding/cluttering they may call 610-317-5322. Government agencies may be able to help, or the following resources:

- Residents of Lehigh County can contact the Lehigh County Office of Aging and Adult Services at 610-782-3034.
- Residents of Northampton County can contact Northampton County Area Agency on Aging at 610-559-3245.
- Northampton County Mental Health, Early Intervention, or Developmental Programs at 610-9747555.
- Residents of Lehigh and Northampton Counties with disabilities should contact the Lehigh Valley Center of Independent Living at 610-770-9781 or www.lvcil.org.
- If a tenant has a disability and does not have an intensive case manager, the tenant should ask their doctor if he or she thinks an intensive case manager would be helpful to them. An intensive case manager may be able to assist the tenant in addressing their hoarding or clutter behavior or connect the tenants to local resources that can help.
- If the tenant does not have family or friends to help clean or get rid of the clutter, the tenant may also contact members of their community organization, church, synagogue, mosque, or temple to see if they may be able to help. They may contact charitable organizations or visit websites such as www.hoardingcleanup.com or www.helpforhoarders.com for resources and assistance.

(c) **Tenant Responsibility:** The tenant is required to abide by the housekeeping standards set forth below.

Failure to abide by the Housekeeping Standards shall result in a violation of the Lease terms and can result in eviction.

(d) **BHA Housekeeping Standards:**

General –

(1) Walls should be clean, and free of dirt, grease, holes, cobwebs, and fingerprints.

(2) Floors should be clean, clear, and free of dirty, grease, stains, and cutter, and free of hazards.

(3) Ceilings should be clean and free of stains and cobwebs.

(4) Windows should be clean and not nailed shut and free of clutter. Shades or blinds should be intact.

(5) Woodwork should be clean, and free of dust, gouges, or scratches.

(6) Doors should be clean, and free of grease, fingerprints, and clutter. Doorstops should be present. Locks should work.

(7) Heating units and radiators should be clean and free of dust, cobwebs, and clutter.

(8) Trash shall be disposed of properly and not left in the unit.

(9) The entire unit should be free of rodent or insect infestation of any type. Throughout the unit, including food storage areas, housekeeping should be such that it does not contribute to rodent or insect infestation (roaches, bedbugs, etc.)

(10) The entire unit should be clean and free of dirt, grease, mildew, and clutter.

(11) Pathways must be clear from furniture, appliances, trash, and clutter.

(12) Closets and pantries should be clean, and free of clutter.

(13) The entire unit should be odor free.

(14) The parking lot should be free of abandoned cars, motor bikes, bikes, and tenants' belongings. There should be no car repairs and car washing in any development and high-rise parking lots, or BHA's common areas. Parking lots, driveways, parking spaces should be free of grease and oil. Inoperative automobiles must be removed.

(15) The laundry room should be clean and free of clutter.

(16) The unit must be free of animal waste and odor.

(17) The unit must be free of piles of excessive objects and clothing. Free of towering piles of clutter.

(18) Exits and entryways must be free of clutter or blocking items.

(19) The entire unit should be free of clutter and free of hazard condition. Tenants must reduce clutter to prevent bug infestation that can cause health problems and risks, or fire, or any other unsafety issues to themselves, family members, visitors, and other tenants.

(e) **Kitchen –**

(1) The stove and oven should be clean and free of food and grease.

(2) Refrigerator should be clean. The freezer door should close properly, and the freezer should be kept ice-free.

(3) Cabinets should be clean and neat. Cabinet surfaces and countertops should be free of grease, spilled food, and clutter. Cabinets and countertops should not be overloaded and cluttered. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should <u>not</u> be stored under the sink.

(4) The exhaust fan should be clean, free of grease and dust.

(5) The sink should be clean, and free of grease and garbage, and dirty dishes. Dirty dishes should be washed and put away promptly.

(6) Food storage areas should be neat and clean without spilled food, and free of clutter.

(7) Trash/garbage should be stored in a covered container until removed to the disposal area.

(f) **Bathroom –**

(1) The toilet and tank should be clean and odor-free.

(2) The tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtain.

(3) The lavatory should be clean.

(4) Exhaust fans should be clean and free of dust.

(5) The floor should be clean and dry, and free of clutter.

(g) **Storage/Shed Areas –**

(1) The shed should be neat and clean and free of clutter.

(2) No highly flammable materials should be stored in the shed, or any place in the unit, or outside the unit.

(3) Other storage areas should be clean, neat, and free of hazards and clutter.

(h) **Outside the Apartment**

The following standards apply to tenants in accordance with their unit location.

(1) Yards should be free of debris, trash, and abandoned cars. The exterior walls should be free of graffiti.

(2) Porches (front and rear) should be clean and free of clutter, and free of hazards. Any items stored on the porch shall not impede, hinder, or interfere with access to the unit.

(3) Steps (front and rear) should be clean and free of clutter and free of hazards.

(4) Sidewalks should be clean and free of hazards.

(5) Storm doors should be clean with glass or screens intact.

(6) The parking lot should be free of abandoned cars and clutter. There should be no car repairs in the parking lots.

(7) Hallways should be clean and free of clutter and hazard conditions, including in the high rises. Tenants are not to store their belongings in the high-rise hallways.

(8) Stairwells should be clean and uncluttered.

(9) Laundry areas should be clean and neat. Remove lint from dryers after use.

(10) Utility room and mechanical room doors should be free of clutter, debris, bikes, motorbikes, motor vehicle parts, and any other items and flammable materials.

(i) **Hoarding/Clutter Unit:**

(a) Tenants must not acquire and keep excessive accumulation of goods/objects/appliances, resulting in an excessive cluttered unit.

(b) Tenants must not keep stacks of paper or items so that tenants must create paths to walk through a room or the entire unit.

(c) Tenants must not keep more animals than they can care for in a sanitary way.

(d) Tenants should not create excessive clutter to make it difficult to walk around the unit, increasing the chances for the tenants' family members, visitors, and themselves to trip and fall, or cause a fire, or a hazardous condition.

(e) Tenants must not build up clutter to the point that fire exits aren't usable, and the property is no longer up to code.

(f) Tenants should not clutter the unit with accumulated belongings that create a fire hazard, especially flammable items such as papers, boxes, or clothes.

(g) If the authority deems a concern about the amount of clutter in a tenant's unit, particularly, if the clutter is a fire hazard, tripping hazard, or if it harbors mice, roaches, bed bugs, spiders, etc., or the tenant fails to reduce clutter to prevent bug infestation that can cause health problems and risks, or fire, or any other unsafety issues to themselves, family members, visitors, and other tenants, the authority shall require the tenant to clean, organize, and get rid of the clutter. Failure to comply with such a request shall constitute a lease violation and termination of tenancy.

BY SIGNING PART TWO THIS LEASE, TENANT AGREES THAT ALL THE PROVISIONS OF PART ONE AND TWO OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD, AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

LEAD-BASED PAINT WARNING AS REQUIRED BY HUD FOLLOWS THE FINAL LEASE COPY.

PART II:

THE RESIDENTIAL LEASE AGREEMENT
Rev. 01/2027

THIS AGREEMENT is executed between the Bethlehem Housing Authority (herein called "BHA"), and

_____ (herein called the "Tenant" or "Resident"), and becomes **effective as of this date:** _____ [966.4 (a)]

(1) **Unit**: That the PHA, relying upon the representations of Tenant as to Tenant's income, household composition, and housing need, leases to Tenant, (upon Terms and Conditions outlined 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. [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 the age of 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 must be one (1) calendar year, renewed as stipulated in Part I: II. (a) of the Lease. Unless otherwise modified or terminated, this lease shall automatically be renewed for the successive term of one (1) calendar month. [966.4 (a)(1)]

(4) **Rent** from _____ to _____ $ _____ (Prorated/Not Prorated)
Your monthly rent is $ _____
With a utility allowance deduction of $ _____
Or plus the additional appliance charge of $ _____
Monthly net rent is (the amount you pay) $ _____

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. A charge of **$20.00** will be charged for rent paid **after the fifth calendar day** of the month. [966.4 (b)(1)]

Rent and other charges can only be paid by mailing to: Bethlehem Housing Authority, P. O. Box 25089, Lehigh Valley, PA 18002-5089.

(5) **Utilities and Appliances: PHA-Supplied Utilities** [966.4 (b)(1)]

If indicated by an (X) below, PHA provides the indicated utility as part of the rent for the premises:
( ) Electricity ( ) Natural Gas ( ) Heating Fuel (X) Garbage/Trash (Other): _____

If indicated by an (X) below, the Authority shall provide the following appliances for the premises: (X) Cooking Range ( ) Refrigerator ( ) Convection/Microwave Oven

(6) **Tenant-Paid Utilities** [913.102]

If a monthly Utility Allowance is provided by the Authority, it is to be used by the Tenant to directly pay the utility supplier for the utilities indicated by an (X) below:

( ) Electricity ( ) Gas ( ) Heat ( ) Hot Water ( ) Cooking ( ) Water/Sewerage ( ) Other: _____

The Utility Allowance may not be used to pay for TV cable, telephone, or other bills.

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

Air Conditioners: An additional charge of $ _____ per month will be payable for each air conditioner on the premises for five (5) months (May through September.)

Other Appliances: If checked below, there will be an additional charge per month for each month of occupancy for each excess appliance on the premises.

( ) Freezer	$_____	( ) Extra Refrigerator	$ _____
( ) Second TV	$_____	( ) Portable Dishwasher	$ _____
( ) Other	$_____	( ) Other	$ _____

(8) **Security Deposit**: Tenant agrees to pay **$**_____ as a security deposit. See Part I of this Lease for information on the treatment of the Security Deposit. [966.4 (b)(5)]
(9) **Community Service**: Tenant agrees to participate in and meet all requirements of Community Service. Any Community Service hours that are owed at the time of move-out must be made up before being re-admitted to Bethlehem Housing Authority.
(10) **Over-income families /limits**: Tenant agrees to vacate due to family reaching over-income for 24 consecutive months required by HUD.
(11) **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 acknowledge that the Provisions of Part I & II of this Lease Agreement have been received and thoroughly explained to me/us.

HEAD OF HH: _____ **DATE** _____

CO-HEAD OF HH: _____ **DATE** _____

MANAGER: _____ **DATE** _____

WITNESS: _____ **DATE** _____

TENANT'S CERTIFICATION

. To assist residents with questions related to the changes in Chapter 10, the required 30-day comment period was given from August 1, 2026, through September 1, 2026. No comments were received.

I/We hereby certify that I/we and other members of my Household have not committed any fraud in connection with any Federal Housing Assistance Program unless such fraud was fully disclosed to the Authority before the execution of the Lease, or before the Authority's approval for occupancy of the unit by the Household member.

I/We further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any Federal Housing Assistance Program (before and during the Lease term) are true and complete to the best of my knowledge and belief.

_____ _____

Head of HH Signature/Date **Co-Head of HH Signature/Date**

ATTACHMENTS:

If indicated by an (X) below, the Authority has provided the Tenant with the following attachments and information:

(X) Part I of this Lease

(X) Grievance Procedure

(X) Watch Out for Lead Paint Poisoning

( ) Pet or Assistance Animal Policy, when applicable

(X) Violence Against Women Act (VAWA) Forms HUD-5380 and HUD-5382

(X) Standard Maintenance Charges (Most recent)

(X) Leasing Packet

(X) No Smoking Policy

( ) Other:

STATEMENT ON RECEIPT OF INFORMATION AND ACKNOWLEDGMENT OF LEASE EXPLANATION

I/We have received a copy of the above information. The above information has been thoroughly explained to me/us.

_____ _____

Head of HH Signature/Date **Co-Head of HH Signature/Date**

HOURS: 8:00 AM to 4:30 PM

MAINTENANCE and EMERGENCY TELEPHONE NUMBER: (**610) 865-8319 (24 HOUR SERVICE, WEEKENDS and HOLIDAYS INCLUDED)**

Items issued to Tenant which must be returned upon vacating:

( ) Access card/Fob
( ) Apartment Key(s)
( ) Mailbox Key
( ) Storage Area Key(s)
( ) Rake
( ) Shovel
( ) Recycling Container
( ) Other
( ) Other
( ) Other