



Notice

June 20, 2023

TO: All Bethlehem Housing Authority Residents

RE: Proposed Revised Lease

Written comments from residents are solicited regarding the proposed revised lease for the Bethlehem Housing Authority). From the date of this notice residents and residents' organizations are given 30 days to present written comments on the proposed revised lease. Copies of the revised lease are available for review at the Family Development Office, 1429 Fritz Drive, Bethlehem, PA, and Central Highrise Operations Office, 645 Main Street.

Comments should be addressed no later than July 20, 2023, to: Mr. John Ritter, Executive Director, Bethlehem Housing Authority, 645 Main Street, Bethlehem, PA 18018. Written comments will be considered by BHA before formal adoption of the proposed revised lease.

AVISO

20 de Junio del 2023

PARA: Todos Residentes De Bethlehem Housing Authority

TEMA: Contrato de arrendamiento revisado

Se solicitan comentarios por escrito de los residentes con respecto al contrato de arrendamiento propuesto para Bethlehem Housing Authority. A partir de la fecha de este aviso, los residentes y las organizaciones de residentes 30 días para presentar comentarios por escrito sobre el contrato de arrendamiento revisado propuesto.

Las copias del contrato de arrendamiento revisado están disponibles para su revisión en la Oficina de Desarrollo Familiar, 1429 Fritz Drive, Bethlehem, PA, y en la Oficina Central de Operaciones de Highrise, 645 Main Street.

Los comentarios deben dirigirse no mas tarde del 20 del julio del 2023, a: Sr. John Ritter, Director Ejecutivo, Bethlehem Housing Authority, 645 Main Street, Bethlehem, PA 18018. Los comentarios por escrito serán considerados por BHA antes de la adopción formal del contrato de arrendamiento revisado.

Bethlehem Housing Authority

A handwritten signature in black ink, appearing to read 'John Ritter', is written over a faint, larger version of the signature.

John Ritter

Executive Director

PC: Commissioners, Staff

**BETHLEHEM HOUSING AUTHORITY
RESIDENTIAL LEASE AGREEMENT**

Rev 06/20/2023

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 resident and the authority, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of 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 (all adult members of Tenant 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 **in regard to the family** income, composition, needs, Leases to the Tenant, the property (called “premises” or “dwelling unit”) **as** described in Part II of this Lease Agreement, **are** 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 in accordance with 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** days of the occurrence. [966.4 (c)(1)(2)&(f)(3)]

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of one calendar **0month** [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 in accordance with 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 includes all maintenance services due to normal wear and tear. [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 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 Tenant asks for an explanation, the authority shall respond in a reasonable time. [966.4 (c)(4)]

III. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amount of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4 (b)(2)]

- (a) Maintenance costs – The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with 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) Installation charges for Tenant-supplied air conditioners.
- (d) 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 Tenant receives the authority's written notice of the charge. [966.4 (b)(4)]
- (e) Returned 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 to 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 a 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**. 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) 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.
- (c) The authority shall not charge an increased security deposit for Tenants with disabilities, are wheelchair bound and/or have service, emotional or companion animals that deem necessary as a reasonable accommodation.

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.

The return of a security deposit shall occur within **30** days after 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 Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the authority with a forwarding address. If any deductions are made, the authority will furnish Tenant with a written statement of any such costs for damages 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, 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 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)]

- (b) 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 utilities 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]

The authority may change the Allowance at any time during the term of the Lease, and shall give the Tenant **30** days' written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.502 (c)]

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

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

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.

Tenant also agrees 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, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot

make arrangements for someone to aid him/her in complying with the Lease, and the authority cannot make any reasonable accommodation that would enable Tenant to comply with the Lease; THEN, the authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit at Tenant's expense. If there are no family members who can or will take responsibility for moving Tenant, the authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this Lease.

At the time of admission, all Tenants must 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 at least once a year.[5.617 (a)(1)]

(2) Tenant **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, assets, 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 Tenant **adequate** notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by 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 in accordance with the ACOP, which is publicly posted in the Family Development, High Rise, and Tenant Selection Offices. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) Rent will not change during the period between regular re-examinations, UNLESS during such period: [5.617 (a)(2)]

(a) A person with income joins or vacates the household.

(b) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. [5.613]

If a reduction is granted, Tenant must report subsequent increases of income within **10 days of the occurrence, before the next scheduled re-examination. Failure to report within the **10** days may result in a retroactive rent charge or 30 day notice of rent increase not being provided.**

(c) If it is discovered that the Tenant has misrepresented the facts upon which the rent is based in order to be charged less rent, then the Authority may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

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

(4) All changes in family composition must be reported to the **Family** Development or High Rise Offices within **10** days of the occurrence. Failure to report within the **10** days may result in a retroactive rent charge. [966.4 (c)(2)]

This Lease may be revised to permit a change of family composition resulting from a request to allow an adult child to move back into the unit.

- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
- (1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).
 - (2) In the case of a rent increase, when an increase of income occurs after a prior rent reduction and is reported **within 10 days** of the occurrence, the increase will become effective the first day of the second month following the month in which the change was reported.
 - (3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the Tenant of the law or regulatory change.
 - (4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase of income (after a reduction in rent per the fixed rent policy), the authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- (e) 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. 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 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 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 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, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given **three (3)** days' time in which to move following issuing of new keys. If 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 3 business 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 in accordance with 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 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 container for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by 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 Tenant of the specific grounds for any proposed adverse action by the authority. (Such adverse action includes, but is not limited to, a proposed Lease termination, 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 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 Tenant of the right to request such hearing. In the case of Lease termination, a notice of Lease termination that complies with 966.4 (1)(3) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed Lease termination, the authority shall not take the proposed action until time to request such a hearing has expired and (if 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 they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

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 [24 CFR 5.100]

A guest is defined as 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.

The lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near PHA premises [24 CFR 966.4(f)].

PHA Policy

A resident family must notify the PHA 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 days. A guest can remain in the unit no longer than 14 consecutive days or total of 30 cumulative calendar days during any 12-month period, 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 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 a joint custody arrangement or for whom a family has visitation privileges, that 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 are 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 to be unauthorized occupants, and their presence constitutes a violation of the lease.

- (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 persons 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 in a conspicuous manner 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 and trash, and keeping the yard free of debris and litter. 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, porch, and shed area.
- (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 hoses are prohibited.
- (3) Washing vehicles are prohibited.
- (i) To refrain from and to cause household 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 tear) 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, a guest, or another person under Tenant's control, shall not engage in:
- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the authority's public housing premises by other residents.
- (2) Any drug-related criminal activity on or off the premises.
- (3) Former residents who have been banned are not permitted on BHA property. Any tenants accommodating any person on the BHA banned list shall be evicted.
- (m) To make no alterations or repairs or redecorations to the interior/exterior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without 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 is prohibited.
- (2) Tenants are prohibited from the use of nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit. Reasonable number of picture hangers are 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.
- (n) To give prompt prior notice to the Authority, in accordance with Section VIII hereof, if the Tenant intends to leave the dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner 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. The aforementioned firearms and/or apparatus' are prohibited on the property of the authority, even if there is a license to carry.
- (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 as a result of negligence.
- (r) Obstruction of sidewalks are prohibited. With the exception of decorative flower bed types that are not to exceed 12 inches in height and 3 feet in distance from exterior wall of dwelling unit, fences are not permitted.
- (1) Close solar outdoor lighting is permitted only around the flower bedding, electric is prohibited.
 - (2) Avoid obstructing areaways, galleries, passages, elevators, and/or stairs. With the exception of travelling in and out of the dwelling unit, the use of these areas should be avoided.
 - (3) Basketball hoops of any type 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. Surveillance cameras are permitted to be used inside the unit but must be mounted with double-face tape or Velcro strips. With the exception of doorbell cameras that can be used at both entrances, cameras are prohibited from being mounted on the exterior of the dwelling unit structure. Making any permanent holes in the structure inside or outside, such as nails, screws, bolts or any other means of permanently damaging the dwellings inside or outside 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 Policy- To ensure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit, on the grounds of any authority Development or High Rise except in accordance with the Authority's Pet Policy, Service Animal Policy, and Assistance Animal Policy. Guests are not permitted to bring any type of pet onto the property and tenants are not permitted to pet sit at any time. Only the pet described in the Pet Application is authorized to be in the tenant's dwelling or on the property of BHA no other pet shall be permitted on the premises.

However, in any Development or High Rise, a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the authority's pet policy, although it is subject to reasonable health and safety rules.

- (v) Any vehicles without valid registration and inspection stickers will be removed from the authority's property.
- (1) Refrain from parking any vehicles in any right-of-way, fire lane, or properly posted locations that are marked by the authority or on BHA property. Parking or driving on any grassy areas are prohibited and may be just cause for eviction. Vehicles are permitted only on driveways and the paved portion of roadways.
 - (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 ATV'S of any kind.
 - (4) Washing or repairing of 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, surrendering or abandoning the dwelling unit. Property left for more than 30 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 in order to keep the dwelling unit in a condition as 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 includes but 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 tenant to promptly report repairs, will be considered to have contributed to damage(s) that occur 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) (1) Any fraud committed in connection with any Federal housing assistance program is prohibited.

(2) Receiving assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease is prohibited.

(3) Accurate information must be reported during the application process, re-examinations, and whenever there are changes in income, assets, and family composition.

(4) 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.

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

(ab) 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 your Lease.

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

X. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants: [966.4 (h)]

Authority Responsibilities:

(a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]

(b) 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 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 accommodations are 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 Tenant rejects alternative accommodations or if the damage was caused by 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 Development Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4 (h)(1)]
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

XI. Inspections

- (a) Move-in Inspection: The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give 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 retained 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) Other Inspections – The Authority will inspect the unit at least annually to check needed maintenance, Tenant housekeeping, and other Lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alternations to the unit.
- (c) Move-out Inspection – The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority.[966.4 (I)]
- (d) Periodic inspections may be conducted for failed inspections, reported poor housekeeping, or hazardous conditions.

XII. Unit Entry During Tenancy

- (a) Tenant Responsibilities –
 - (1) 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.**) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]
 - (2) Tenant's request for maintenance shall constitute permission to enter the unit. A reasonable period of time to complete a "routine" work order is 30 days. In the event that a work order cannot be completed day within the 30 day period, (as an example, parts on order) the tenant will be notified of Maintenance intent to re-enter the unit.
- (b) Authority's Responsibilities –
 - (1) Authority shall give 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 Tenant's dwelling unit at any notice advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
- (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j)(3)]

XIII. Notice Procedures

- (a) Tenant Responsibility – Any notice to 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 Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant. [966.4 (k)(1)(i)]
- (c) Unopened, cancelled, 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 set forth in Section IX above, or for other good cause. [966.4 (1)(2)]

Such serious or repeated violation of terms **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 a **12-month** period shall constitute a repeated late payment. [966.4 (1)(2)] Management may refuse to renew this Lease if Tenant is subject to **two** (2) or more magistrate judgments in a **12-month** period;
- (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4 (1)(2)]
- (4) Misrepresentation of family income, assets, or composition; [966.4 (c)(2)]
- (5) Failure to respond to correspondence from Bethlehem Housing Authority within the specified time is cause for lease termination;
- (6) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual re-examinations or interim re-determinations; [966.4 (c)(2)]
- (7) 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)]
- (8) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises; [966.4 (1)(2)]

- (9) Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (10) Weapons or illegal drugs seized in an Authority unit by a law enforcement officer;[966.4 (10)(2)]
- (11) Any fire on Authority premises caused by the Tenant, household members or guests' actions or neglect; [966.4 (1)(2)]
- (12) Failure to comply with pest control treatment requirements;
- (13) Failure to comply with the housekeeping standards established in Section XVI of this Lease;
- (14) 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, or playing loud music, or playing surround sound equipment.
- (15) Criminal activity relating to domestic violence, dating violence, or stalking will be reviewed on a case-by-case basis according to BHA's Violence Against Women Act Policy.
- (16) Failure to connect utilities in Head or Co-Head's name.
- (17) Failure to sign required documents for the authority.
- (18) Failure to report subsequent increases in income within 10 days of the occurrences, until the next scheduled re-examination, if a rent decrease was granted and justified at the request of the tenant during the period between regular re-examinations.
- (19) Failure to transfer into dwelling unit made available by the authority, or failure to return old unit keys within three days.
- (20) Failure to notify the authority in writing when overnight guests would stay in the unit for more than three days.
- (21) Failure to ensure that no former resident who has been evicted or owes a balance to the authority would not stay or reside in the tenant's dwelling unit.
- (22) Anyone knowingly allowing or harboring any person on the BHA banned list.
- (23) 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 to be unauthorized occupants, and their presence constitutes a violation of the lease.
- (24) Give false statements verbally or in writing.
- (25) Failure to ensure that all adults (18 and older), guests or addition to household goes through a criminal background/sex offender process.
- (26) Failure to notify the authority of tenant leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (27) Failure to dispose garbage, recycling and other waste from the dwelling unit in a sanitary and safe manner. In addition, or to failure to place garbage and recycling containers at curbside.
- (28) Illegally dumping large items or trash on BHA property.
- (29) Unauthorized care repair, car washing, swimming pools, waterbed, sprinklers or hoses.
- (30) Disturbing the peaceful enjoyment of other residents.

- (31) Unauthorized alterations, repairs, redecorations to the interior or exterior of the dwelling unit, equipment, or appliances. In addition, unauthorized wall paper, boarders, contact paper, stenciling, sponge art or color paints other than the color linen.
- (32) Violation of No Smoking policy.
- (33) Violation of VAWA.
- (34) Violation of Pet policy, Assistance Animal policy or Service Animal policy.
- (35) Unauthorized parking as stated on the lease.
- (36) Unauthorized motorbikes or motorcycles stored on authority's property, including patios and sheds.
- (37) Unauthorized fences, flower beds, outdoor solar or electric lights and basketball hoops.
- (38) Unauthorized feeding of rodents, birds, and any outside animals.
- (39) Failure to remove vehicles without valid registration or inspection stickers, including inoperable vehicles.
- (40) Unauthorized vegetable garden on authority property.
- (41) Failure to notify the authority promptly of known need for repairs to the dwelling unit.
- (42) Tampering with smoke detector or electrical wiring.
- (43) Hazardous conditions in dwelling unit or common grounds caused by tenant, family member or guest.
- (44) Blocking of both bedroom windows.
- (45) Failure to permit entry to tenants dwelling unit during reasonable hours.
- (46) Failure to comply with community service requirements.
- (47) Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

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

- (1) **14** days in the case of failure to pay rent;
- (2) A reasonable time, but not to exceed **30**
- (3) days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened;
- (4) **30** days in any other case. [966.4 (1)(3)(I)(A),(B)&(C)]

(c) The notice of termination:

- (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such 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 Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's grievance procedures. [966.4 (1)(3)(ii)]

- (3) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of lease termination under this section. [966.4 (1)(3)(iii)]

The Notice to Vacate must be in writing and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

- (4) When the Authority is required to offer 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 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. In order to evict without bringing a court action, the Authority must afford the Tenant the opportunity for a pre-eviction hearing in accordance with the PHA grievance procedure. [966.4 (1)(4)(I)(ii)]. The hearing notice will advise persons with disabilities of their rights to request a reasonable accommodation.
- (d) Tenant may terminate this Lease at any time by giving **15** days' written notice as described in Section XIII, above.
- (e) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the 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 to 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 person and they will have no reason to return to the unit. [966.4 (1)(5)(iii)(B)]

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, unless otherwise expressly provided herein.

XVI. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) Authority Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

- (b) Tenant Responsibility: Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.**

- (c) Housekeeping Standards: Inside the Apartment

General –

- (1) Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors should be clean, clear, dry and free of hazards.
- (3) Ceilings should be clean and free of cobwebs.
- (4) Windows should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork should be clean, free of dust, gouges, or scratches.
- (6) Doors should be clean, free of grease and fingerprints. Doorstops should be present.
Locks should work.
- (7) Heating units should be dusted and access uncluttered.
- (8) Trash shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation of any type.

Kitchen –

- (1) Stove should be clean and free of food and grease.
- (2) Refrigerator should be clean. Freezer door should close properly and freezer should be kept ice-free.
- (3) Cabinets should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust fan should be free of grease and dust.
- (5) Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas should be neat and clean without spilled food.

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

Bathroom –

- (1) Toilet and tank should be clean and odor-free.
- (2) Tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and of adequate length.
- (3) Lavatory should be clean.
- (4) Exhaust fans should be free of dust.
- (5) The floor should be clean and dry.

Storage Areas –

- (1) Linen closet should be neat and clean.
- (2) Other closets should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards should be free of debris, trash and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear) should be clean and free of hazards. 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 hazards.
- (4) Sidewalks should be clean and free of hazards.
- (5) Storm doors should be clean with glass or screens intact.
- (6) Parking lot should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways should be clean and free of hazards.
- (8) Stairwells should be clean and uncluttered.
- (9) Laundry areas should be clean and neat. Remove lint from dryers after use.
- (10) Utility room should be free of debris, motor vehicle parts and flammable materials.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

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

Unit #

Bedroom Size

PART II OF THE RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT is executed between the Bethlehem Housing Authority (herein called "BHA"), and _____ (herein called the "Tenant"), 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 set forth in Part I of this Lease agreement) the dwelling unit LOCATED at _____ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. [966.4 (a)]
(2) Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse) each household member should be listed by age, oldest to youngest. [966.4 (a)(2)] All members of the household over age 18 shall execute the Lease.

Table with 5 columns: Name, Relationship, Age, Birth Date, Social Security #. Rows 1-8.

(3) Term: The term of this Lease must be one (1) calendar year, renewed as stipulated in Part I 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 supplier.)

Charges for excess appliances are due per the following: [966.4 (b)(2)]

Air Conditioners: An additional charge of \$ _____ per month will be payable for **each** air conditioner in 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 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

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 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:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Part I of this Lease | <input type="checkbox"/> Standard Maintenance Charges (Most recent) |
| <input checked="" type="checkbox"/> Grievance Procedure | <input checked="" type="checkbox"/> Leasing Packet |
| <input checked="" type="checkbox"/> Watch Out for Lead Paint Poisoning | <input type="checkbox"/> Hi-Rise Handbook |
| <input type="checkbox"/> Pet Policy, when applicable | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Notification of Rights and Lease Provisions under Violence Against Women Act. | |

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:

- | | | |
|--|---|--------------------------------|
| <input type="checkbox"/> Access card/ Fob | <input type="checkbox"/> Rake | <input type="checkbox"/> Other |
| <input type="checkbox"/> Apartment Key(s) | <input type="checkbox"/> Shovel | <input type="checkbox"/> Other |
| <input type="checkbox"/> Mailbox Key | <input type="checkbox"/> Recycling Container | <input type="checkbox"/> Other |
| <input type="checkbox"/> Storage Area Key(s) | | |