

# Reading Housing Authority

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

THIS AGREEMENT is between the Reading Housing Authority, hereinafter called "RHA" or the "Authority," and the Tenant named in Part II of this lease, hereinafter called the "Tenant." Where applicable, the terms and conditions of this lease will be listed according to the responsibilities of each party.

### I. DESCRIPTION OF PARTIES AND PREMISES

(a) The RHA, relying upon the representations of Tenant as to Tenant's income, family composition, and needs, hereby leases to Tenant, upon the terms and conditions hereinafter set forth, the property (hereinafter called "premises" or "dwelling unit") described in Part II of the Lease Agreement.

(b) Said premises is to be occupied exclusively as a private residence, solely for the Tenant and the family members named on Part II of the Lease Agreement.

(c) Additions to the Household members named on the lease, except for natural births, require the written approval of the Authority. Tenant further agrees to await the Authority's approval prior to allowing additional persons to move into the leased premises. Failure on the part of the Tenant to comply with this provision will allow the Authority to terminate the lease in accordance with Section XIV herein.

(d) Deletions from the household members named on the lease, due to any reason whatsoever, shall be reported by the Tenant to the RHA. The Tenant must report the deletion in writing, within 10 days of the occurrence for approval by the RHA.

### II. LEASE AND AMOUNT OF RENT

(a) Unless otherwise modified or terminated in accordance with Section XIV of the Lease, this Lease shall automatically be renewed for successive terms of one calendar month.

The rent amount and period is stated in Part II of this Residential Lease. Rent shall remain in effect unless adjusted by the RHA in accordance with Section VII herein.

(b) Rent is DUE and shall be PAYABLE in advance on the first day of each month. Rent may include utilities as described in Section VI below, and includes all maintenance services attributable to normal wear and tear.

### 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 amount of other charges are specified in Part II of this Lease Agreement. Other charges can include:

(a) Maintenance costs - for labor and materials, due to damage beyond normal wear and tear. When the RHA determines that maintenance service and costs is not due to normal wear and tear, the Tenant shall be responsible for the cost of such service (labor plus materials) in accordance with the Schedule of Maintenance Charges posted by the RHA.

(b) Excess Utility Charges for major electrical appliances. Major electrical appliances, air conditioning, freezers, washers and dryers may be installed and operated only with the approval of the RHA. A monthly service charge will be payable by Tenant for the current used in the operation of such major appliance in accordance with the posted Schedule of the RHA.

(c) Lawn and Shrubs. A monthly charge for care and upkeep of lawns and shrubs, except those services provided by RHA for elderly tenants, when Tenant fails to properly care and upkeep lawns and shrubs.

The charges noted above shall not become due and collectible until the first day of the SECOND month following the month in which the charge is incurred.

### IV. PAYMENT LOCATION

Rent and other charges can be paid at designated Meridian and Hamilton Banks.

### V. SECURITY DEPOSIT

(a) Tenant Responsibilities:

Tenant agrees to pay an amount equal to one month's rent. The dollar amount of the security deposit is noted on Part II of this Residential Lease.

(b) RHA's Responsibilities - Use of the Security Deposit - RHA will use the Security Deposit at the termination of this Lease:

1. To pay the cost of any rent or 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:

(a) the Tenant

(b) Tenant's family

(c) dependents, or guests

The Security Deposit may not be used to pay rent or other charges while the Tenant occupies the dwelling unit.

No refund of the Security Deposit will be made until after the Tenant has vacated, and the dwelling unit has been inspected by the Manager or his/her designee on behalf of the RHA.

The return of a security deposit shall occur within 30 days of the units becoming vacant. The RHA agrees to return the Security Deposit plus any accrued interest to the tenant when he/she vacates, less any deductions for any costs indicated above. If such deductions are made, the RHA will furnish the Tenant with a written statement of any such costs for damages and/or other charges to be deducted from the Security Deposit.

### VI. UTILITIES AND APPLIANCES

(a) RHA's Responsibilities - As part of the rent the Authority will supply gas, electricity, heat, running water, reasonable amounts of hot water, and sewerage. Heat will be furnished when necessary, or as specified by local law. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

The Authority will provide a cooking range and refrigerator. Major electrical appliances, air conditioners, freezers, 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 for the electricity used in the operation of such appliances, per the Schedule posted by the RHA.

(b) 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 authority or rules set by the RHA for the regulation or conservation of utilities or fuels.

Tenant also agrees to abide by any local ordinance or RHA Rules restricting or prohibiting the use of space 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 use and occupy the premises exclusively as a private dwelling for the Tenant and family and for no other purpose. This provision does not exclude reasonable accommodation, upon prior notice to the RHA, to Tenant's guests or visitors for a period not exceeding two weeks each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.

The tenant shall comply with all laws affecting the use or occupancy of the premises and with all Federal regulations now or hereafter established or modified.

(b) Ability to live independently - If during the term of this Lease, the Tenant, by reason of physical or mental impairment is no longer able to:

(1) Maintain the premises in a clean, safe and livable condition;

(2) Care for his/her own physical needs; or

(3) Is disruptive, abusive, or otherwise interferes with the quiet enjoyment of other tenants;

AND

(4) Cannot make arrangement for someone to aid him/her in maintaining the premises in a safe, livable condition, and/or in caring for his/her physical needs.

THEN: The RHA will assist the Tenant, or designated member(s) of the Tenant's family, to find more suitable housing and move the Tenant from the premises. If there are no family members willing or able to take responsibility for moving the tenant, the RHA will attempt to work with the appropriate agencies to secure suitable housing and will terminate the Lease.

At the time of admission, elderly households (as defined in the "Statement of Policies Governing Admission to and Continued Occupancy of HUD-Aided Low Rent Housing" hereinafter referred to as the "Admissions and Occupancy Policies") must identify the family member(s) to be contacted in the event any of the above circumstances arise.

(c) Redetermination of Rent, Dwelling Size, and Eligibility - Rent is due and owing for the premises in the amount as fixed in Part II of the Lease Agreement until amended as described below.

(1) The status of each family is to be re-examined and rent redetermined at least once a year in accordance with an established re-examination schedule.

(2) As a material provision of the Lease, Tenant agrees and promises to supply the Authority at least once a year, with accurate information as to: family composition, age of family members, income and source of income of all family members, assets, handicap or disability, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

The Authority may require that this information be certified. The tenant agrees to comply with Authority requests for the verification of information by signing information releases for third party sources, presenting documents for review by the Authority, or providing other suitable forms of verification.

This information will be used by the Authority in determining whether the amount of the rent should be changed and whether the dwelling size is still appropriate for the Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policies, which are publicly posted in a conspicuous manner by the RHA, and incorporated by reference herein and made a part of this Lease. A copy of the policies can be furnished to applicants and Tenants on request.

- (3) Rent will remain in effect for the period between regular rent redeterminations, UNLESS during such period:
- (a) A person with income joins the household.
  - (b) Tenant can show a change in his/her circumstances (such as decline or loss of income) which would justify a reduction in rent. If a reduction is granted, the Tenant must report subsequent changes in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge and/or eviction.)
  - (c) If it is found that the tenant has misrepresented the facts upon which the rent is based so that the rent the Tenant is paying is less than the rent that he/she should have been charged, 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 Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge and/or eviction.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of the tenant AND it does not disqualify the family for the size unit it is currently occupying.

(d) Rent Adjustments due to redeterminations - The Tenant will be notified in writing of any resultant rent adjustment due to the situations described in the preceding Paragraphs; such notice will state the effective date of the rent readjustment.

1. In the case of a rent decrease - The adjustment will become effective on the first day of the month following the reported change in circumstances, provided the Tenant reported the change in a timely manner, as specified above.

2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the adjustment 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 misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority may evict or may apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) Transfers

1. Tenant agrees that if the RHA determines that the size of the premises is no longer appropriate to Tenant's needs, or does not conform to the Occupancy and Assignment Standards as described in RHA Admissions and Occupancy Policies, the RHA may send the Tenant a 15 day Notice of Transfer. Tenant further agrees to accept a new Lease for a dwelling unit of the appropriate size.

2. The RHA, if it deems appropriate, may move a Tenant into another unit if it is determined necessary to rehabilitate the Tenant's unit or provide proper facilities for the family's care and well-being or to provide proper facilities for handicapped or disabled persons.

3. Tenant is required to move into the dwelling unit made available by the RHA and Tenant has 15 days time following the receipt of the Transfer Notice in which to move. If Tenant refuses to move, the authority may terminate the Lease in accordance with Section XIV, paragraph (b).

4. The RHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

### VIII. RHA OBLIGATIONS

The RHA shall be obligated:

- (a) To maintain the premises and the project in a decent, safe, and sanitary condition.
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) To make necessary repairs to the premises.
- (d) To keep project buildings, facilities, and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition.
- (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 RHA.
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the premises by the Tenant as required by this Lease.
- (g) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year when necessary or according to local law.

### IX. TENANT'S OBLIGATIONS

Tenant shall be obligated:

- (a) Not to assign this Lease, nor sublet or transfer possession of the premises.
- (b) (1) Not to give accommodation to boarders or lodgers;
- (2) Not to give accommodation to long term guests and visitors without the written consent of the Authority.
- (c) To use the premises 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. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family provided the accommodation of such persons conforms to the Authority's Occupancy standards.
- (d) To abide by necessary and reasonable regulations as declared by the RHA to the Tenants from time to time for the benefit, and well-being of the housing project and the Tenants. These regulations are incorporated by reference in this Lease. A copy of the regulations is posted in a conspicuous manner in the project office and additional copies are available upon request. Violation of such regulations constitutes a violation of the Lease.
- (e) To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- (f) To keep the premises and such other areas as may be assigned to Tenant for his/her exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of the Tenant, free from snow, ice, and trash. This also includes upkeep of lawns and shrubs except for services provided by Management for elderly. Exemptions from this requirement will be made for good cause shown.
- (g) To make no alterations or repairs or redecorations, including fences, to the interior or exterior of the premises or to the equipment, or install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners in or on any part of the premises (a reasonable number of picture hangers excepted) without authorization by the Authority.
- (h) To give prompt prior notice to the Authority, in accordance with Section XIII hereof, of Tenant's leaving premises unoccupied for any period exceeding one calendar week.
- (i) To insure that the Tenant, members of his or her family, guests, or other persons who are on the premises with Tenant's consent, conduct themselves in a manner which will:
  - 1. Not disturb Tenants' neighbor's peaceful enjoyment of their accommodations; and,
  - 2. Be conducive to maintaining the project in a decent, safe, and sanitary condition.
- (j) To refrain from, and cause members of Tenant's household, visitors and guests to refrain from:
  - 1. Illegal or other activity which impairs the physical or social environment of the project; or
  - 2. Unlawful or disorderly conduct or behavior that is a hazard to safety or creates a nuisance.
- (k) To act in a cooperative manner with neighbors and Authority Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner towards neighbors and Authority staff.
- (l) To refrain from, and to cause members of Tenant's household, visitors and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project.
- (m) To pay reasonable charges (other than for wear and tear) for the repair of damages to the premises, project buildings, facilities, or common areas caused by the Tenant, his/her household, visitors or guests.

(n) Weapons -

- 1. Not to display or use, or allow members of the Tenant's household, visitors or guests to display or use any firearms, BB guns, pellet guns, sling shots, or other offensive weapons as defined by the laws and courts of the Commonwealth of Pennsylvania in a manner that endangers life or property.
- 2. To keep firearms stored on the premises in a locked gun cabinet supplied by the Tenant and approved by the Authority.
- 3. To provide the Authority with a copy of the applicable permit or registration as required by State or Federal Law for any weapon or firearm kept on the premises.
- (o) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (p) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (q) To avoid obstructing sidewalks, areaways, galleries, passages, or stairs, nor use these for purposes other than entry to the premises or exit therefrom.
- (r) To refrain from erecting or hanging radio or television antenna on or from any part of the premises, except that roof antennas may be installed in accordance with regulations set forth by the Authority and with the approval of the Authority.
- (s) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- (t) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature on the premises of any RHA family development, unless a verified physical handicap warrants the use of a pet.

In accordance with the RHA's Pet Policy, pets may be kept in building or units designated by the Authority for the elderly or handicapped.

(u) To remove from authority property or streets abutting RHA property any vehicles without current license tags, valid inspection stickers and RHA parking stickers. To refrain from parking inoperable vehicles in any right-of-way or fire lane designated and marked by the Authority. Automobile repairs are not permitted on project site.

Any inoperable or unlicensed vehicle as described above will be removed by the Authority at Tenant's expense.

(v) To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner only in twenty gallon galvanized containers with lid or similar container approved by Authority. To refrain from, and cause members of the Tenant's household or guests to refrain from littering or throwing trash and debris in common areas or galleries.

(w) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the premises. Property left for more than 15 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) Tenant shall use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for himself, his household and his neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and ground of the Project.

(y) Except for normal wear and tear, Tenant agrees to pay reasonable charges as posted in Project Offices for repair of damage to the leased premises or to the Project caused by Tenant, his or her family, household members or guests.

(z) Tenant, any member of Tenant's household, or a guest or other person under the Tenant's control, shall not engage in any criminal activity, including drug related criminal activity on or near RHA premises, while tenant is a tenant in RHA owned public housing and such criminal activity shall be cause for termination of tenancy. The term drug related criminal activity means the alleged manufacturing, sale, distribution, use or possession or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 802]).

(aa) Tenant shall not permit or allow his or her premises to be used by any person or entity for criminal activity, including drug related criminal activity. The term drug related criminal activity means the alleged manufacturing, sale, distribution, use or possession or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 802]).

#### X. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the premises are damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants -

Authority Responsibilities - -

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

(b) The Authority shall offer standard, alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable period of time.

(c) In the event repairs cannot be made by the Authority as described above and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, Tenant's household, or guests.

(d) If the Authority determines that the premises are untenable such that there is imminent danger to the life, health, and safety of the tenant, and alternative accommodations are unavailable or refused by the Tenant, this Lease shall terminate and any rent will be refunded to the Tenant.

Tenant Responsibilities - -

(e) The Tenant shall immediately notify the Executive Director or the Project Manager in writing, of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that the Tenant believes he/she is justified in abating rent.

(f) 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. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS

(a) Pre-Occupancy Inspection - The Authority and the Tenant or his/her representatives will be obligated to inspect the dwelling unit prior to occupancy by the Tenant. The Authority will give the Tenant a written statement of the condition of the premises, interior and exterior as applicable, and any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in the Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to the Tenant.

(b) Pre-Termination Inspection - The Authority will inspect the unit at the time Tenant vacates the unit and give the Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or his representative may join in such inspection, unless the Tenant vacates without notice to the RHA.

#### XII. ENTRY OF PREMISES DURING TENANCY

(a) Tenant Responsibilities -

1. Tenant agrees that the duly authorized agent, employee, or representative of the Authority will be permitted to enter Tenant's dwelling unit during reasonable hours (8:00 A.M. to 4:30 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, examining the condition of the unit, or showing the unit for leasing.

2. When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to the Tenant. If Tenant is absent from the premises when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) Authority Responsibilities -

1. The Authority is permitted to enter a dwelling unit during reasonable hours only upon two (2) days advance written notice to the Tenant for the purposes specified in (a) (1) above.

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

3. In the event that the Tenant and all adult members of his or her 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 prior to leaving the dwelling unit.

#### XIII. NOTICE PROCEDURES

(a) Tenant Responsibility - Any notice to the Authority must be in writing, hand delivered to the Project Office or sent by prepaid first-class mail, properly addressed to the Project Office.

(b) Authority Responsibility - Notice to the Tenant must be in writing, hand delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling unit, or sent by prepaid first-class mail properly addressed to the Tenant.

(c) Return receipt for Registered or Certified mail 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 the Tenant:

(a) This Lease may be terminated by the Authority only for serious or repeated violations of material terms of the Lease such as failure to fulfill the Tenant obligations set forth in Section IX above or for other good cause.

Such serious or repeated violation of material terms shall include but not be limited to:

1. The failure to pay rent or other payments when due;
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the first of the month. Four such late payments within a six month period shall constitute a repeated late payment;
3. Failure to comply with the housekeeping standards established by the Authority in Section XVIII of this Lease;
4. Serious or repeated interference with the rights of other tenants;
5. Failure to report changes in family income, assets or composition or misrepresentation of family income, assets, or composition;
6. Failure to report to the re-examination interview and provide required verification;
7. Serious or repeated damage to the premises, creation of physical hazards in the unit, common areas, grounds, or parking areas of the project site;
8. The commission by the head of the household or other family member or guest of a crime committed on or around the property of the Authority;
9. The commission by any family member of a crime related to drug trafficking on or near RHA premises;
10. Illegal weapons or drugs seized in a RHA unit by a law enforcement officer;
11. More than one fire on Authority premises caused by carelessness or unattended cooking.
12. Allowing use of the premises for criminal activity.

(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 commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants or Authority members; and
3. 30 days in all other cases.

(c) The initial notice of termination to the tenant shall state reasons for the termination, shall inform the tenant of his/her right to make such reply as he/she may wish, and of his/her right to request a hearing in accordance with the Authority's Grievance Procedure. Except that, the Authority reserves the right to exclude from the Grievance Procedure any grievance concerning an eviction or termination of tenancy based upon Tenant's creation or maintenance of a threat to the health or safety of other Tenants or RHA employees.

If a tenant has requested a Grievance Hearing on a complaint involving a notice of proposed termination of the Lease, and the hearing panel upholds the Authority's action to terminate the tenancy, the Authority shall not commence an eviction action until it has complied with state law and served a Notice to Vacate on the tenant. In no event shall the Notice to Vacate be issued prior to the decision of the hearing officer, or the hearing panel having been mailed or delivered to the complainant. 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 him, and he may be required to pay the costs of court and attorney's fees.

If the Tenant does not request a Grievance Hearing, the Tenant is still entitled to any notices required by the Commonwealth of Pennsylvania Landlord-Tenant Statutes.

(d) Tenant may terminate this lease at any time by giving fifteen (15) days written notice as described in Section XIII, above.

#### XV. WAIVER

Waiver by the Authority of a breach of any covenant, agreement or condition set forth in or made part of this Lease or any amendment thereof, shall not be construed to be a waiver of such covenant, agreement, or condition itself, or of any subsequent breach thereof, or of any other covenant, agreement, or condition.

If the Tenant violates the terms and conditions of this Lease and such violations are not brought immediately to the attention of the Authority, the Authority upon learning of such violation may take the appropriate action provided for in the Lease, and no such past violation which has not been acted upon by the Authority shall constitute a waiver of subsequent similar violations.

#### XVI. CHANGES AND NEW LEASES

This Lease with the inclusions cited herein, together with Tenant's application for admission, Tenant's statements of income and of family composition, and notices of future rent adjustments evidence the entire agreement between the Authority and Tenant.

(a) Modification of this Lease must be accompanied by a written amendment to the Lease executed by both parties, except for matters involving rent determinations and posted policies, rules and regulations. The RHA reserves the right to change this Lease from time to time, at its option.

(b) The RHA shall provide at least 30 days written notice to the Tenant setting forth any proposed changes in the Lease. Tenant shall have an opportunity to present written comments which, subject to the requirements of law, shall be taken into consideration by the RHA.

#### XVII. GRIEVANCE PROCEDURE

(a) All disputes concerning the obligations of Tenant or appeals arising under this Lease shall be resolved in accordance with the RHA's grievance procedure in effect at the time such dispute or appeal arises. The procedures are posted in the Project Office and the Admissions and Occupancy Office and incorporated herein for reference. A copy is available to Tenants upon request.

(b) The following is a summary of the Grievance Procedure. Tenant is advised to consult the full text of the Procedure in the Project Office.

##### FORMAL SETTLEMENT PHASE

- Grievable Dispute arises.
- Tenant submits grievance to RHA Central Office or Project Manager within five (5) working days for informal settlement.
- Manager or other authorized authority representative must set up an informal hearing in an effort to bring dispute to settlement within five (5) working days.
- Summary of Discussion will be sent to Tenant within ten (10) working days stating the findings of the informal hearing.
- If the tenant is not satisfied with the findings by the RHA, tenant must request a formal grievance hearing within five (5) working days after receiving the Summary of Discussion.
- NOTE: Request for a formal hearing involving rent requires tenant to deposit each month the amount of rent due, as calculated by the RHA, into an escrow account with the RHA until a decision is reached to resolve the complaint.

##### FORMAL SETTLEMENT PHASE

- Within five (5) working days a Hearing Panel will be selected.
- Hearing must be promptly scheduled at a time convenient to both the tenant and the RHA.
- A written decision will be forwarded to both the Tenant and the RHA within ten (10) working days.
- If decision is unacceptable to the Tenant, he/she may pursue relief subject to state and local law.

#### XVIII. 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 the Tenant in writing if he/she fails to comply with the standards. The Authority will advise the Tenant of the 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 to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

(b) Tenant Responsibility: The Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards 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, and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades 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: should be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.
- (10) All living space should be free of accumulated clutter such as excess furniture, boxes, newspapers, etc.

##### Kitchen -

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (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. Do not store heavy pots and pans 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 where authorized: 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.

##### Storage areas -

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No 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 developments only; some standards apply only when the area noted is for the exclusive use of the Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti. Yard and shrubs should be maintained.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean.
- (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.

THE 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 THIS LEASE.)

ADDENDUM TO READING HOUSING AUTHORITY  
PART I -- RESIDENTIAL LEASE AGREEMENT  
TERMS AND CONDITIONS

Section 1. Part I -- Residential Lease Agreement Terms and Conditions, Section III. OTHER CHARGES, the last sentence is amended to read:

The charges noted above shall not become due and collectible until two weeks after the RHA gives written notice of the charges.

Section 2. Part I -- Residential Lease Agreement Terms and Conditions, Section VII. TERMS AND CONDITIONS, Subsection (d) is amended to read:

(d) Rent Adjustments due to redeterminations - The Tenant will be notified in writing of any resultant rent adjustment due to the situations described in the preceding Paragraphs; such notice shall state the effective date of the rent readjustment and notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the RHA determination and that if the Tenant does not agree with the determination, the Tenant shall have a right to request a hearing under the RHA grievance procedure.

Section 3. Part I -- Residential Lease Agreement Terms and Conditions, Section VII. TERMS AND CONDITIONS, Subsection (e) 1. is amended to read:

(e) 1. Tenant agrees that if the RHA determines the size of the premises is no longer appropriate to Tenant's needs or does not conform to the Occupancy and Assignment Standards as described in RHA Admissions and Occupancy Policies, the RHA may send the Tenant a 15 day Notice of Transfer. Such notice shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the RHA determination and that if the Tenant does not agree with the determination, the Tenant shall have a right to request a hearing under the RHA grievance procedure. Tenant further agrees to accept a new Lease for a dwelling unit of the appropriate size.

Section 4. Part I -- Residential Lease Agreement Terms and Conditions, Section VIII. RHA OBLIGATIONS is amended by adding a subsection to read:

(h) To notify the Tenant of the specific grounds for any proposed adverse action by the RHA.

Section 5. Part I -- Residential Lease Agreement Terms and Conditions, Section IX. TENANT'S OBLIGATIONS is amended by adding a subsection to read:

(bb) To assure that the 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 RHA's public housing premises by other residents or employees of the RHA or,
2. any drug related criminal activity on or near such a premises.

Any criminal activity in violation of the preceding sentence shall be cause for termination of the tenancy, and for eviction from the unit. The term drug related criminal activity means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Section 6. Part I -- Residential Lease Agreement Terms and Conditions, Section XIII. NOTICE PROCEDURES, Subsection (b) is amended to read:

(b) Authority Responsibility -- Notice to the Tenant must be in writing, hand delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling unit, or sent by prepaid first-class mail properly addressed to the Tenant. If the Tenant is visually impaired, all notices must be in an accessible format.

Section 7. Part I -- Residential Lease Agreement Terms and Conditions, Section XIV. TERMINATION OF THE LEASE, is amended by adding a clause after Subsection (a) 12. to read:

Either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under the Tenant's control shall be cause for termination of the tenancy;

1. any criminal activity that threatens the health, safety or right to peaceful enjoyment of the RHA's public housing premises by other residents.
2. any drug related criminal activity on or near such premises.

Any criminal activity in violation of the preceding sentence shall be cause for termination of the tenancy, and for eviction from the unit. The term drug related criminal activity means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Section 8. Part I -- Residential Lease Agreement Terms and Conditions, Section XIV. TERMINATION OF THE LEASE, Subsection (c) is amended to read:

(c) The initial notice of termination to the tenant shall state the reasons for the termination, shall inform the tenant of his/her right to make such reply as he/she may wish, of his/her right to examine RHA documents directly relevant to the termination, and of his/her right to request a hearing in accordance with the Authority's Grievance Procedure. Except that: the Authority reserves the right to exclude from the Grievance Procedure any grievance concerning an eviction or termination of tenancy based upon the Tenant's creation or maintenance of a threat to the health or safety of other Tenants or RHA employees or those eviction cases which by law can be excluded for the Grievance Procedure process.

A notice to vacate under state or local law, may be combined with, or run concurrently with, the notice of termination under Section XIV(c) and shall be in writing.

When the RHA is required to afford the tenant the opportunity for a hearing under the 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 time for the tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the tenant) the grievance process has been completed.

When the RHA is not required to afford the tenant an opportunity for a hearing under the Grievance Procedure for a grievance concerning the lease termination, and the RHA has decided to exclude such grievance from the Grievance Procedure, the notice of lease termination under Section XIV(c) shall:

1. State that the tenant is not entitled to a grievance on the termination.
2. Specify the judicial eviction procedure to be used by the RHA for eviction of the tenant, and state that HUD has determined that this eviction procedure provides for the opportunity for a hearing in court that contains the basic elements of due process as defines in HUD regulations.
3. State whether the eviction is for a criminal activity or for a drug-related criminal activity.

If the Tenant does not request a Grievance Hearing, the Tenant is still entitled to any notices required by the Commonwealth of Pennsylvania Landlord-Tenant Statutes.

Section 9. Part I -- Residential Lease Agreement Terms and Conditions, Section XVII, GRIEVANCE PROCEDURE, Subsection (b), is amended to read:

- (b) The following is a summary of the Grievance Procedure. Tenant is advised to consult the full text of the Procedure in the Project Office.

INFORMAL SETTLEMENT PHASE

- Grievable Dispute arises.
- Tenant submits grievance to RHA Central Office or Project Manager within five (5) working days for informal settlement.

- Manager or other authorized authority representative must set up an informal hearing in an effort to bring dispute to settlement within five (5) working days.
- Summary of Discussion will be sent to Tenant within ten (10) working days stating the findings of the informal hearing.
- If the tenant is not satisfied with the findings by the RHA, tenant must request a formal grievance hearing within five (5) working days after receiving the Summary of Discussion.
- NOTE: Request for a formal hearing involving rent requires tenant to deposit each month the amount of rent due, as calculated by the RHA, into an escrow account with the RHA until a decision is reached to resolve the complaint.

#### FORMAL SETTLEMENT PHASE

- Within five (5) working days a hearing officer or hearing panel will be selected.
- Hearing must be promptly scheduled at a time convenient to both the tenant and the RHA.
- A written decision will be forwarded to both the Tenant and the RHA within ten (10) working days.
- If decision is unacceptable to the Tenant, he/she may pursue relief subject to state and local law.

By the signature(s) below I/We acknowledge that the Addendum to Part I of this Lease Agreement has been thoroughly explained to me/us and agree to be bound by its provisions and conditions as written.

MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_  
TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_  
TENANT: \_\_\_\_\_  
TENANT: \_\_\_\_\_  
WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_  
OFFICE ADDRESS: \_\_\_\_\_ HOURS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

Emergency Telephone Number: 378-1800

Monday through Friday after 4:30 P.M. - weekends and holidays

Part II of the Residential Lease Agreement

READING HOUSING AUTHORITY

LEASE # \_\_\_\_\_

BEDROOM SIZE \_\_\_\_\_

THIS AGREEMENT, executed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by and between the Reading Housing Authority (herein called "RHA"), and \_\_\_\_\_ (herein called the "Tenant").

WITNESSETH:

(1) That RHA, relying upon the representations of Tenant as to Tenant's income, family composition and housing need, hereby leases to Tenant, upon conditions set forth in Part I of the Lease Agreement and further described below, the dwelling unit LOCATED AT:

\_\_\_\_\_ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and Tenant's family. The Tenant ACCOUNT NUMBER IS: \_\_\_\_\_. The Tenant UNIT NUMBER IS: \_\_\_\_\_.

(2) Family Composition - The Tenant's family is composed of the individuals listed below. (Other than the Head or Spouse each family member should be listed by age, oldest to youngest. All adult family members, 18 or older, shall execute the Lease.)

	NAME	SOCIAL SEC. #	RELATIONSHIP	BIRTH DATE
(1)	_____	_____	_____	_____
(2)	_____	_____	_____	_____
(3)	_____	_____	_____	_____
(4)	_____	_____	_____	_____
(5)	_____	_____	_____	_____
(6)	_____	_____	_____	_____
(7)	_____	_____	_____	_____
(8)	_____	_____	_____	_____
(9)	_____	_____	_____	_____
(10)	_____	_____	_____	_____

(3) Rent: Rent shall be \$ \_\_\_\_\_ for the period beginning \_\_\_\_\_ and ending at midnight \_\_\_\_\_. Thereafter rent in the amount of \$ \_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the third (3rd) day of said month.

(4) Other Appliances: If checked below, an additional charge of \$ \_\_\_\_\_ per month for each month of occupancy for each excess appliances in the premises. Charge is subject to change.

Freezer, type: \_\_\_\_\_  Air Conditioner: \_\_\_\_\_  Washer: \_\_\_\_\_  Dryer: \_\_\_\_\_  Other: \_\_\_\_\_

(5) Security Deposit: Tenant agrees to pay \$ \_\_\_\_\_ (an amount equal to one (1) month's rent as a security deposit.) See Part I of this lease for information on treatment of the Security Deposit.

(6) Additional Literature: If indicated by an (X) below, RHA has provided the tenant with the following pamphlet or information:

Pet Policy  Lead Paint Poisoning\*  Housekeeping Standards\*  Standard Maintenance Charges  Other: \_\_\_\_\_

\*This information is included in Part I of the Lease Agreement.

STATEMENT FOR RECEIPT OF INFORMATION

I/We have received a copy of the above information including "The Danger of Lead Poisoning to Renter." The above information has been thoroughly explained to me. I/We understand the possibility of lead based paint may exist in my unit.

By the signature(s) below I/We also acknowledge that the Provisions of Part I of this Lease Agreement have been thoroughly explained to me and agree to be bound by its provisions and conditions as written.

MANAGER: \_\_\_\_\_ DATE \_\_\_\_\_

TENANT: \_\_\_\_\_ DATE \_\_\_\_\_

TENANT: \_\_\_\_\_

TENANT: \_\_\_\_\_

WITNESS: \_\_\_\_\_ DATE \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_ HOURS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

Emergency Telephone Number: 378-1800

Monday through Friday after 4:30 P.M. — weekends and holidays