

Residential Lease Agreement

Between

_____, **Tenant**

and

Housing Authority of the City of Englewood

HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
LEASE AGREEMENT

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HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
HOUSING LEASE AGREEMENT

THE PARTIES, LANDLORD AND TENANT, IN CONSIDERATION FOR THE MUTUAL PROMISES IN THIS AGREEMENT (referred to as the “Lease”) UNDERSTAND AND AGREE TO THE FOLLOWING:

1. PARTIES AND DWELLING UNIT:

The Parties to this Lease are the Housing AUTHORITY OF THE CITY OF ENGLEWOOD, referred to as **Landlord**, and, _____

_____ referred to as **Tenant**. Tenant understands and agrees that the term “Landlord” shall include Landlord’s successors, assigns, and agents. A Managing Agent may act as agent for Landlord. If more than one Tenant is a party to this Lease, the Tenants understand and agree that they are each liable individually and as a group.

Landlord leases to Tenant unit number _____ which is a (efficiency/1-bedroom) _____ (the “Unit”) located at **111 West Street, Englewood, NJ, 07631** (the “Development”).

The Unit leased are for the exclusive use and occupancy of the Tenant and the Tenant’s household consisting of the following named persons who will live in the Unit:

Name	Relationship to Tenant	Age

Any additions to the household members listed above require the advance written approval of Landlord and must be reported to Landlord no less than ten (10) days prior to planned occupancy. Landlord shall approve additional family members if they meet the eligibility criteria, including criminal background screening, and if an appropriate size unit is available.

2. TERM OF LEASE:

The initial Lease term shall begin on _____ and end on _____ . (See Section 21 regarding renewals).

3. RENT TO OWNER:

The monthly rent of \$ _____ shall be due and payable in advance on the first day of each month beginning on _____. Cash payments are not accepted by the Landlord. The amount of rent to Landlord is subject to change during the term of the Lease in accordance with the requirements of the United States Department of Housing and Urban Development (“HUD”). In the event that the date of occupancy is other than the first day of the month, the monthly rental shall be prorated at a daily rate.

4. SECURITY DEPOSIT:

Tenant has deposited \$ _____ as a security deposit with Landlord (the “Deposit”). Landlord will hold the Deposit for the period Tenant occupies the Unit in accordance with the New Jersey “SECURITY DEPOSIT LAW”, as amended. Landlord shall place the Deposit in an interest-bearing account at **ConnectOne Bank**. Tenant acknowledges that this Lease Section 4 constitutes notice of where Landlord has deposited the Deposit.

After Tenant has moved from the Unit, Landlord will determine whether Tenant is eligible for a refund of any or all of the Deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- a) Tenant must provide Landlord with thirty (30) days written notice of intent to move or otherwise be liable as provided in Section 21.
- b) After Tenant has moved from the Unit, Landlord will inspect the Unit for damage. Landlord will permit Tenant to participate in the inspection if Tenant so requests.

Landlord will refund to Tenant the amount of the Deposit together with interest less:

- a) Unpaid rent,
- b) Any administrative fee which shall be an amount within that permitted by State Law,
- c) Damages that are not due to normal wear and tear not listed on the initial Unit Inspection Report,
- d) Any uncollected damages pursuant to Section 14,
- e) Charges for late payment of rent and returned checks as described in Section 7,
- f) Charges for unreturned keys as described in Section 12, and
- g) Any other unpaid charges due Landlord.
- h) Disposition of personal property left in the unit or on the property.
- i) Other outstanding charges.

Landlord will give Tenant a written list of charges that were deducted from the Deposit.

Landlord agrees to refund the amount computed within thirty (30) days after Tenant has

permanently moved out of the Unit. Tenant is to advise Landlord in writing of the address to which the refund should be sent.

Tenant understands and agrees the Deposit is not to be considered by Tenant as payment of the last month's rent.

Tenant hereby agrees not to look to the mortgagee of the fee interest in the Development demised by this Lease in such mortgagee's capacity as mortgagee, mortgagee in possession, successor in title to such interest, or otherwise, for accountability for any security deposit required by Landlord, unless said sums have actually been received by said mortgagee as security for Tenant's performance of this Lease.

5. UTILITIES AND SERVICES:

Utilities and Services shall be paid by the parties as indicated below:

	Landlord	Tenant
Electricity	<u>X</u>	<u> </u>
Gas	<u>X</u>	<u> </u>
Water	<u>X</u>	<u> </u>
Garbage Collection	<u>X</u>	<u> </u>
Sewer	<u>X</u>	<u> </u>

Tenant shall not waste utilities furnished by Landlord or use utilities or equipment for any unauthorized purpose. A utility allowance per month for Tenant-paid utilities has been taken into consideration in determining the Tenant's monthly rent charge and housing assistance payment.

a) Air Conditioner Use and Maintenance

1) The Landlord has installed one PHA-owned air conditioning unit(s) in the Tenant's premises. The Tenant agrees that the utility costs for the operation of this air conditioning unit are paid by Landlord as part of the buildings master-metered utility structure. The Tenant may opt out of the installation of the Landlord-owned air conditioning unit, however no other air conditioning units may be installed.

2) If the air-conditioning unit provided by the Landlord breaks down, becomes inoperable, or requires replacement, the Tenant shall be responsible for purchasing a replacement unit from the Landlord. The cost of the replacement unit shall be charged to the Tenant. At the Tenant's option, the Landlord shall permit the Tenant to pay the cost of the replacement unit in twelve (12) equal monthly installments, which shall be due and payable in addition to the Tenant's monthly rent. The Tenant remains responsible for the replacement cost regardless of whether the failure of the existing unit resulted from ordinary wear and tear, except to the extent required by applicable law.

3) Tenant Maintenance and Care Responsibilities

The tenant agrees to exercise reasonable care in the operation and daily upkeep of the Landlord-supplied air conditioning unit.

- Filter cleaning: The Tenant is responsible for routinely checking and cleaning the air filter (at least once per month during the cooling season) to ensure proper airflow and energy efficiency.
- Obstructions: The Tenant must keep the area around the interior and exterior of the unit free from furniture, curtains, debris, or obstructions that block airflow.
- Prohibitions: The Tenant agrees not to alter, move, tamper with, or remove the Landlord-installed unit. The tenant further agrees not to install any additional air conditioning units or major cooling appliances without the prior written authorization of the Landlord.

4) Repairs, Malfunctions and Landlord Responsibilities

Reporting Malfunctions: The Tenant must immediately report any malfunction, irregular noise, water leak or failure of the air conditioning to the Landlord. If the air conditioning unit fails the Landlord will make every effort to repair or replace the unit in a timely manner, subject to the availability of parts and maintenance scheduling.

6. **ADDITIONAL RENT:**

If Tenant fails to comply with any of the terms or covenants described in this Lease, Tenant understands that Landlord may charge Tenant for expenses incurred as additional rent. Expenses including late fees, returned check fees (refer to Section 7), damages (refer to Section 14), reasonable attorney fees and other associated costs will be additional rent and will be due and payable in accordance with the monthly rental charge as described in Section 6. If Tenant fails to pay the additional rent, Landlord will have the same rights as if Tenant failed to pay the rental charge. Attorney fees and costs of legal actions are not chargeable to Tenant if Tenant prevails in the proceedings. Schedules of additional charges for repairs and any special services, as well as rules and regulations, will be posted in a conspicuous manner in the landlord's offices and shall be furnished to tenant upon request. The schedules will show the basis for determining any additional charges.

7. **CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS:**

Tenant understands and agrees to pay as additional rent, in accordance with Section 6, an extra charge for late rent payments and returned checks as follows:

- c) **Late Payments** - Rent shall be payable in advance on the first day of each month. Tenant will pay rent plus all fees, charges and surcharges by money order or personal check. Tenant will pay a late fee of **\$25.00** for any payment of Rent not received by Landlord by the tenth (10th) day of the month.
- d) **Returned Checks** - Tenant will pay a fee equal to the bank charge, plus an administrative fee of **\$20.00** any time a check is not honored for payment. Two instances of returned checks will result in non-acceptance of personal checks from Tenant.

8. OCCUPANCY OF RENTAL UNIT AND USE OF PREMISES:

Tenant shall occupy and use the Unit as a private residence for those persons identified in Section 1 and for no other purpose. This provision does not exclude reasonable accommodation to Tenant's guests or visitors for a period not exceeding a total of two (2) weeks. "Guest" means a person in the Unit with the consent of a household member. Tenant must notify Landlord in writing of all overnight guests staying on the premises for more than two nights. This notice must be received no later than the third day after the guest begins staying at the premises. The notice must indicate the period of time the guest will be staying at the Unit. If any visit will extend beyond two weeks, the Tenant must notify Landlord in writing, stating the reasons for the extended visit, which must be authorized in writing by Landlord.

Tenant shall not carry on any trade, profession, business, school, course of instruction, or entertainment within the Unit. This includes, but is not limited to, keeping roomers, lodgers, or boarders, operating a day care center, consulting or examining clients or patients, selling, reselling or trading goods, grooming or training animals, teaching an instrument, vocal, music, dramatics or dancing, performing or speaking for audiences, general consulting work and operating a baking, catering or other food service business.

Tenant shall not assign this Lease, sublet, or transfer possession of the Unit or give accommodation to boarders or lodgers, whether paying or not, without written consent of Landlord which consent may be granted or denied in Landlord's sole discretion. Tenant shall comply with all laws affecting the occupancy of the Unit and with all applicable rules or regulations now or hereafter established or modified by Landlord.

Failure to comply with this provision is a substantial violation of the Lease and will result in Tenant's eviction from the Unit.

Tenant understands and agrees that Landlord does not provide security protection for the Tenant, his car or property within the parking area.

9. CONDITION OF DWELLING UNIT:

By signing this Agreement, Tenant acknowledges that the Unit is in safe, clean, sanitary and good condition and agrees to maintain the Unit in a safe, clean, sanitary and good condition during the term of this Lease. Tenant agrees that all appliances and equipment are in good working order. Tenant also agrees that Landlord has made no promises to decorate, alter, repair, or improve the Unit.

In addition, Tenant acknowledges that Landlord has equipped the Unit with (an) operable smoke/CO detector(s). Tenant acknowledges that Tenant is barred from disabling or allowing the disabling of the smoke/CO detector(s) at any time.

Tenant is required to promptly report any malfunctions of the smoke/CO detector(s) to management. Tenant acknowledges that Landlord and Manager shall not be liable for damages or injuries to persons or property caused by Tenant's disabling of smoke/CO detectors or failure to immediately report malfunction of smoke/CO detectors to management.

10. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

Tenant agrees that any changes in household composition whereby any persons other than the household members identified in Section 1 of this Lease begin to reside at the Unit, or any of the persons identified in Section 1 of this Lease stop residing at the Unit, **or any change in income of Tenant or household members, must be reported to Landlord in writing within 10 days of the occurrence of such change**, and once each year when requested by Landlord for recertification. Tenant also agrees to furnish accurate information to Landlord as to identity, income, and employment of all persons residing within the Unit. This information shall be used by Landlord in determining whether the rent or dwelling unit should be changed and whether Tenant is still eligible for the particular dwelling unit. Tenant also shall give Landlord authorization to verify all sources of income. This determination will be made in accordance with the approved Administrative Plan in Landlord's office.

(a) Rent amounts fixed in Section 3 hereof or as adjusted pursuant to the above will remain in effect for the period between rent determinations.

Where Tenant, intentionally or by mistake, has misrepresented or failed to submit to Landlord any facts required for the determination of rent, the Landlord may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted by Tenant. Landlord shall also have available in such event, at its option, the remedy of termination as provided in Section 22(a) of this Lease. If this Lease is an extension of occupancy by Tenant under a prior lease or leases with Landlord, such amount due under the prior lease or leases may be charged and collected as if the same had occurred hereunder.

(b) In the event of any rent adjustment pursuant to the above, Landlord will mail or deliver a "Lease Amendment" to Tenant in accordance with Section 22 hereof. In case of a rent decrease, the adjustment will become effective the first of the month following the change in circumstances, provided that Tenant has reported such change at least 14 days before the first day of the month following the change. In the case of a rent increase, the adjustment will become effective the first of the next month following the change, unless such date is sooner than the 14th day after delivery of notice to Tenant concerning the change. In that event the change shall take effect on the first day of the second month following the change (unless the rent increase is the result of a change in household composition or income which is not reported within 10 days or results from a finding of a misrepresentation as provided above). Tenant agrees to be bound by any change determined by Landlord to be necessary by application of this Paragraph.

(c) If Landlord in its sole discretion determines that the size of the Unit is no longer appropriate to Tenant's needs, and a unit of the appropriate size is available, Tenant shall be offered the other unit and shall move within 30 days unless otherwise authorized by Landlord. If Tenant fails to accept the other unit, Landlord may terminate this Lease pursuant to the appropriate procedures described in this Lease. If Tenant accepts the replacement unit, it will be subject to all terms of this Lease (including the Term), subject only to change in the monthly rent. The Tenant shall not be required to move in cases of verified hardship due to employment or health reasons.

(d) When Landlord determines the amount of rent or determines that Tenant must transfer to another unit based on family composition, Landlord shall notify Tenant that Tenant may ask for an explanation stating the specific grounds of Landlord's determination, and that if Tenant does not agree with the determination, Tenant shall have the right to request a hearing under Landlord's grievance procedure.

11. OBLIGATIONS OF LANDLORD:

Landlord will:

- a. Not unlawfully discriminate on the basis of race, color, religion, creed, national origin, sex, handicap or membership in a legally protected class;
- b. Comply with all applicable codes;
- c. Make necessary repairs and ensure that the Development is habitable;
- d. Keep all common areas clean;
- e) Provide and maintain garbage receptacles;
- f) Respond in a reasonable time to service calls by Tenant.

Landlord is not responsible for the following:

- a) Damage or loss of Tenant property resulting from fire, wind, water, theft, utility outage or sewer backup or otherwise. (Tenant understands that it is Tenant's obligation to obtain insurance covering personal household possessions);
- b) Damage or loss of Tenant's property entrusted to Landlord's employees;
- c) The acts of other tenants;
- d) The failure of the elevators;
- e) Property remaining in the Unit after the Lease ends. Such property shall be considered abandoned, and Landlord will take actions in accordance with New Jersey "Abandoned Property Act."

12. OBLIGATIONS OF THE TENANT:

The Tenant shall be obligated under the terms of this Lease as follows:

- A. Not to assign the Lease or sublease the premises.
- B. Not to provide accommodations for boarders or lodgers.
- C. To use the premises solely as a private dwelling for the Tenant and the Tenant's household as identified in this Lease and on Attachment No. 8, and not to use or permit its use for any other purpose.
- D. To abide by necessary and reasonable Rules and Regulations promulgated by the Owner for the benefit and well-being of the housing development and the tenants which shall be posted in the development office and are incorporated into this Lease as Attachment No. 3.
- E. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

- F. To keep the premises and such other areas as may be assigned to the Tenant, for the Tenant's exclusive use, in a clean and safe condition.
- G. To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner and to follow all State and local solid waste recycling Rules and Regulations as implemented by the Owner.
- H. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities.
- I. To refrain from, and to cause members of the Tenant's household and guests of the Tenant to refrain from destroying, damaging or removing any part of the premises or development.
- J. To pay reasonable charges, other than for normal wear and tear, for the repair of damages to the premises, development building facilities or common areas caused by the Tenant, members of the Tenant's household or guests, in accordance with a schedule of charges posted in the development office. These charges shall become due and collectable thirty (30) days after the repair work is done by the Owner. If the Tenant vacates the unit, these charges will be applied against the Security Deposit plus any accrued interest.
- K. To conduct and cause other persons who are on the premises with the consent of the Tenant to conduct themselves in a manner which will not disturb other tenants peaceful enjoyment of their accommodations and the other facilities at the development. To maintain those areas assigned in a decent, safe and sanitary condition and to cause other persons who are on the premises with the tenant's consent to so comply.
- L. To refrain from illegal or other activities which impair the physical or social environment of the development, including any that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the Owner, including the illegal use of a controlled substance or abuse of alcohol. A Tenant shall be subject to eviction for illegal use of a controlled substance or for the abuse of alcohol where the Owner determines that such abuse of alcohol interferes with the health, safety or right to peaceful enjoyment of the premises by other residents of the premises.
- M. To comply with the Pet Policy and to prohibit pets or animals of any kind in the unit without the prior written permission of the Owner.
- N. If it appears that the Tenant is not capable of independent living or independent living with supportive services, the Tenant agrees to an evaluation to determine the Tenant's capability to function independently. This evaluation will be conducted by an Assessment Team consisting of qualified professionals. The Tenant must comply with the recommendations of the Assessment Team and/or seek private help to attain independent living or independent living with

supportive services. If private help is agreed to, necessary follow-up reports must be submitted to the Assessment Team as required by the Owner.

- O. To promptly report to the Owner all damages to the unit occupied, included but not limited to fixtures and appliances.
- P. To allow the Owner or representatives of the Owner to enter the unit as outlined in Section 20.
- Q. Not to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants. Any such activity or any drug related criminal activity on or off the premises engaged in by the Tenant, any members of the Tenant's household, or any guest or other person under the Tenant's control, shall be cause for termination of the tenancy. (42 USCA 1437(1)).

The term "drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled dangerous substance (as defined in Section 102 of the Controlled Dangerous Substance Act (2) USC 802)

If the Owner determines in good faith that a breach of Sections 15(L) or 15(Q) has occurred, it may terminate the tenancy without regard to whether or not any person whose conduct is at issue has been arrested, charged or convicted by law, or whether or not the Tenant has knowledge in fact, of criminal activity or drug related criminal activity engaged in by a member of said Tenant's household, or any guest or other person under the Tenant's control.

- R. To accurately and promptly report all changes in household income, eligibility, employment and composition and to comply with the recertification process. If the Tenant fails to accurately report such information the lease shall be terminated, the tenant shall be evicted and will be responsible to pay any rent increase which would have been charged had the information been reported. The failure to pay such charges will constitute a breach of this Lease.
- S. To maintain those areas assigned to be maintained in a clean and safe condition.
- T. To comply with the No Smoking and Cannabis Free provisions of this lease.
- U. To uphold and comply with all aspects of this Lease.

The failure to comply with the forgoing provisions shall constitute a material non compliance under this lease.

13. KEYS AND LOCKS:

Tenant agrees not to install additional or different locks or gates on any doors or windows of the Unit without the written consent of Landlord.

14. RESTRICTIONS ON ALTERATIONS:

Tenant understands and agrees to not alter the Unit or building in any way without prior written approval of Landlord. Tenant must NOT do any of the following:

- a. Change or remove any part of the appliances, fixtures or equipment;
- b. Install wall-to-wall carpeting;
- c. Paint or install wallpaper or contact paper in the Unit;
- d. Attach awnings or window guards to the Unit;
- e. Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the project grounds;
- f. Attach any shelves, screen doors, or other permanent improvements in the Unit;
- g. Install washing machines, dryers, fans, or heaters in the Unit;
- h. Place any aerials, antennas, television dishes or other electrical connections on the Unit;
or
- i. Make any other unauthorized alteration to the Unit or common spaces of the building.

Tenant shall remove any unauthorized alteration to the Unit made without Landlord approval, on demand from Landlord.

Any alterations made with written Landlord approval shall become the property of Landlord when completed and paid for by Tenant. Such alterations shall remain as part of the Unit at the end of the Lease term unless Landlord demands Tenant remove them. Tenant shall pay promptly all costs for any alterations. Tenant shall not allow any mechanic's lien or other claim to be filed against the Development. If any lien or claim is filed against the Development or Unit, Tenant shall have it promptly removed at Tenant's sole cost and expense.

15. DAMAGES:

Whenever damage (except reasonable wear-and-tear) is caused by carelessness, misuse, or neglect on the part of Tenant, his/her family, visitors or aides/employees, Tenant agrees to pay:

- a. Reasonable charges for all damages to the Unit (including equipment and/or appliances supplied to the Unit) and common areas of the Development. Charges for such damage are to be made according to the current Schedule of Maintenance Charges, as applicable, posted in the Management Office. If damages do not appear on the schedule, Tenant will be charged for the actual cost of the repairs. Tenant agrees that payment of all such charges shall be made within thirty (30) days of the date charges are billed; damage charges are considered additional rent (Refer to Section 6).
- b. Rent for the period the Unit is damaged, whether or not the unit is habitable.

16. DEVELOPMENT'S RULES AND REGULATIONS:

Tenant agrees to obey reasonable rules and regulations of the Development, as set forth in the addendum to the Lease, "Rules and Regulations," and which are made a part of

this Lease. Tenant agrees to accept in writing and obey additional and/or changed rules and regulations established after the effective date of this Lease. Tenant will receive written notice of the proposed rules and regulations at least thirty (30) days before the rule and/or regulation is enforced.

17. PET POLICY:

Tenant agrees to abide by all the provisions of Landlord's Pet Policy, which is made part of this Lease (see Section 26: Complete Documents/Receipt for Attachments). Tenant agrees to keep no animal, bird, fowl, fish, reptile and/or any pet of any kind within the Unit or Development except as permitted by the Pet Policy and other applicable laws and regulations. No guest shall bring any animal, bird, fowl, fish, reptile and/or any pet of any kind onto the Unit at any time.

18. PARKING POLICY:

Tenant has been provided with a Parking Policy, which is made part of this Lease (see Section 26: Complete Documents/Receipt for Attachments).

19. TENANT'S LIABILITIES UPON TERMINATION:

In the event that this Lease ends because of legal action by Landlord, Tenant shall pay Landlord rent and additional rent owed, including and in addition thereto, attorneys' fees, court costs and any expenses incurred in repairing damages under Section 14.

20. ACCESS TO PREMISES

- a. Landlord shall be allowed immediate access to the Unit in emergency situations. If Tenant is not present, Landlord may enter the Unit by a master key. Landlord will attempt to notify Tenant of any entry twenty-four (24) hours in advance.
- b. Tenant will let Landlord enter the Unit at reasonable times to perform routine maintenance services.
- c. Tenant agrees to allow Landlord to inspect the Unit on a quarterly basis. Landlord will give Tenant at least seventy-two (72) hours' notice prior to the inspection.
- d. During the thirty (30) day period prior to the end of the tenancy or Lease, Tenant will allow Landlord to enter the Unit at reasonable hours to show the apartment to possible new tenants.
- e. If Tenant moves before the Lease ends, Landlord may enter the Unit to decorate, remodel, alter or otherwise prepare the Unit for reoccupancy.

21. TENANT'S OPTION TO RENEW:

- j. Tenant will give Landlord written notice thirty (30) days before the end of the Lease as to whether Tenant intends to renew the Lease or to vacate the Unit.
- k. In the absence of notice to the contrary, the Lease will be deemed automatically renewed by Landlord and Tenant for another one (1) year term.
- l. If Tenant is vacating the unit within thirty (30) days prior to the expiration of the Lease term and does not give Landlord the full thirty (30) days' notice, Tenant will be liable for the monthly rent until such time as the unit is re-rented.
- m. If Tenant vacates the Unit at any other time during the Lease term, except as provided in Section 21, Tenant will be liable for the monthly rent up to the term of

the Lease or until such time as the unit is re-rented.

- n. Any changes in the terms and conditions of the Lease, excluding rent, charges, fees, surcharges, will be provided to Tenant at least sixty (60) days before the end of the Lease term. Such changes will become effective with the new Lease term.

22. TERMINATION OF TENANCY BY LANDLORD:

Landlord may terminate this Lease/tenancy for any lawful reason or good cause. A general right of re-entry is reserved for violation of any Lease provision. In addition, Tenant acknowledges and agrees that the following are reasonable lease terms for which Landlord reserves a right of re-entry and the violation of which shall be grounds for eviction:

- i. Material non-compliance with the terms of this Lease including, but not limited to: non payment of rent, including additional rent and surcharges, beyond any grace period available under State law; failure to reimburse Landlord within thirty (30) days for repairs made under Section 14; repeated late payment of rent; permitting unauthorized persons to live in the unit; serious or repeated damage to the unit or common areas; creation of physical hazards; serious or repeated interference with the rights of other tenants; allowing liens to be placed against the property; making unauthorized alteration to the unit; refusing inspections/access per Section 19; giving Landlord false information regarding income or other factors considered in determining Tenant's eligibility for a unit;
- ii. Tenant actions that endanger the health, safety or welfare of other tenants residing in the Development;
- iii. Tenant's material failure to carry out obligations under applicable State statutes, applicable regulations, directives, policies, procedures or guidelines and local laws and ordinances;
- iv. Tenant's material failure to carry out obligations of the Project-based voucher program (applies to tenants receiving assistance under U.S. Department of Housing & Urban Development's Rental Assistance Demonstration Project-based Voucher Program.)
- v. Tenant's failure to maintain the unit in a habitable condition;
- vi. Violation of any rule or provision of the Pet Policy, Parking Policy or a serious or repeated violation of the rules and regulations applicable to the Tenant's dwelling unit or the affordable housing development's premises as posted and in effect from time to time.
- vii. Such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the above premises;
- viii. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the Housing Authority;
- ix. Any drug-related criminal activity by Tenant, any member of the Tenant's household and any guest or any other person under the Tenant's control. The term

“drug-related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

- x. Any threatening, abusive or violent behavior toward housing authority personnel, either physical or verbal;
- xi. In the event that Tenant becomes so physically or mentally incapable of maintaining the premises in a habitable condition or of caring for his/her physical or mental needs such that reasonable accommodations will not be sufficient to meet such needs and where Tenant cannot arrange for someone to assist in performing these functions, nothing herein shall be construed to compel Landlord to provide accommodations or continued residency to Tenant or to household members who, because of physical, mental or emotional illness, have become a threat to the health or safety of Tenant or household members themselves, or who have become a threat to the health, safety, or right to peaceful enjoyment of the Unit or any other tenant or Landlord employee;
- xii. Holding over beyond the term without agreeing to a new Lease, including Tenant’s refusal to accept reasonable changes to this Lease;
- xiii. Material violations of the Development’s rules and regulations;
- xiv. Foreclosure or similar proceedings against Landlord, in which the party foreclosing requires the vacating of the units and the same is granted by a court of law or equity.

Tenant understands and agrees that the above are grounds for eviction and that the violation of promises in this Lease, including those above, are grounds for Tenant’s removal in an eviction proceeding. Landlord specifically reserves the right of re-entry in such circumstances.

23. NO SMOKING AND CANNABIS-FREE PROVISION

- a. **Smoke-Free and Cannabis-Free Premises.** The Tenant, members of the Tenant’s household, guests, invitees, and any other person under the Tenant’s control shall comply with the following requirements:
- b. **Smoking and Vaping Prohibited.** Smoking or vaping is prohibited throughout the Property, including all dwelling units, hallways, stairways, elevators, common areas, laundry rooms, community rooms, patios, porches, grounds, and any other area designated by the PHA as smoke-free. For purposes of this provision, smoking or vaping includes the burning, lighting, inhaling, exhaling, or emission of smoke, vapor, aerosol, or other airborne substance from cigarettes, cigars, pipes, hookahs, electronic cigarettes, vaping devices, or similar products. **Smoking is only permitted in the smoking huts located in the back of the resident parking lot.**
- c. **Tobacco and Nicotine Products.** The prohibition applies to all tobacco and nicotine products, including cigarettes, cigars, pipes, hookahs, electronic cigarettes, vaping devices, and heated or other tobacco products.

- d. Marijuana/Cannabis.** The smoking, vaping, aerosolizing, burning, or other inhalation of marijuana or cannabis is strictly prohibited anywhere on the Property, including inside the dwelling unit, regardless of whether the marijuana or cannabis is used for medical or recreational purposes or is otherwise lawful under New Jersey law.
- e. Cannabis Consumption.** To the extent permitted by applicable federal law and HUD requirements, the PHA also prohibits the consumption, use, display, transfer, distribution, sale, or cultivation of marijuana or cannabis on or within the Property. This prohibition applies regardless of the form of the cannabis, including cannabis flower, concentrates, edibles, beverages, oils, tinctures, or other cannabis products.
- f. No Smoke or Odor Migration.** The Tenant shall not engage in any activity that causes smoke, vapor, aerosol, or cannabis or tobacco odors to enter another dwelling unit, common area, or other portion of the Property. The Tenant shall take reasonable steps to prevent smoke, vapor, and odors originating from the dwelling unit or from persons under the Tenant's control from affecting other residents or the Property.
- g. Guests and Household Members.** The Tenant is responsible for ensuring that members of the household, guests, invitees, and other persons under the Tenant's control comply with this provision. A violation by such person shall constitute a violation of the Lease by the Tenant.
- h. Medical Cannabis.** Nothing in this provision shall be construed to require the PHA to permit the use of marijuana or cannabis in violation of applicable federal law, HUD requirements, or other applicable law, or to limit any reasonable accommodation that the PHA is legally required to provide under applicable federal law.
- i. Violation of Lease.** A violation of this provision constitutes a violation of the Lease. The PHA may take appropriate action in response to a violation, including issuing a written notice to cease, requiring corrective action, seeking reimbursement for reasonable costs resulting from damage or remediation attributable to the violation, and pursuing termination of tenancy or other remedies available under the Lease, the PBV regulations, HUD requirements, and applicable law.
- j. Enforcement.** Nothing in this provision shall be construed to require the PHA to terminate a tenancy for a first or minor violation when a lesser remedy is permitted and appropriate. The PHA may consider the nature, frequency, severity, and circumstances of the violation when determining the appropriate enforcement action.
- k. Monitoring.** EHA may install vaping and smoking detection devices in the Units to monitor and verify compliance with EHA's no-smoking and no-vaping policy. The installation and use of such devices shall be conducted in accordance with applicable laws and regulations.

24. NOTICES:

- o.** Landlord's notice is given when handed to Tenant, mailed to Tenant or left at Tenant's apartment or in Tenant's mailbox.
- p.** Tenant's notice to Landlord is given when sent by certified mail or hand delivered to Landlord at Landlord's management office: 111 West Street, Englewood, NJ 07631. Landlord shall notify Tenant in writing of any change of address.
- q.** All Lease/tenancy termination notices will specify the date that the Lease/tenancy will be terminated, and the reason for the termination.
- r.** All Rent Adjustment Notices will state the new amount Tenant is required to pay and the date the new amount is effective.

- s. Landlord shall provide Tenant with adequate written notice of any lease termination as required by New Jersey statutes which shall not be less than:
 - i.) A reasonable period of time, but not to exceed 30 days:
 - a.) If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - b.) In the event of any drug-related or violent criminal activity or any felony conviction;
 - ii.) Not less than 14 days in the case of nonpayment of rent; and
 - iii.) Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

25. GRIEVANCE POLICY:

Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with the requirements of section 6 of the Act.

For the termination of assistance and several other PHA determinations, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

- a) In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),¹ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a PHA (as owner) action in accordance with this Lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - i. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
 - ii. For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.
- b) An informal hearing will not be required for class grievances or to disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.
- c) The PHA (as owner) shall give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).

¹ § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate has been repealed.

- d) The PHA (as owner) shall provide an opportunity for an informal hearing before an eviction.

26. CONTENTS OF THE LEASE:

The Lease and its Attachments, as may be amended, make up the entire agreement between Tenant and Landlord. Any change to this Lease must be in writing and must be executed by both Tenant and Landlord, unless provided herein.

If any court declares any provisions of the Lease invalid, all other terms of the Lease will remain in effect. Landlord's or Tenant's failure to enforce a provision of this Lease does not prevent future enforcement of that provision. In the event of the sale or lease of the Development, the new Landlord will assume the obligations under this Lease.

This Lease is subordinate to all underlying leases and to all mortgages of the Development and is subject to the effects of any modification in such underlying leases and mortgages. This means that if those underlying leases or mortgages on the Development are changed, or foreclosure or other proceedings based upon them are brought against the property or the Landlord, the rights of the parties holding such leases or mortgages are greater than Tenant's rights.

NON-DISCRIMINATION:

Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability or familial status. Landlord shall comply with all nondiscrimination requirements of Federal, State and local laws.

27. TENANT NOTIFICATION OF PROPERTY LOCATED IN FEMA SPECIAL FLOOD HAZARD AREA

The property has been determined to be in a FEMA Special Flood Hazard Area ("100-year floodplain). The property and parking lot were flooded as a result of the remnants of Hurricane Ida in 2021. All vehicles in the parking lot were totaled and the property sustained heavy damage resulting in a multi-year closure of the building.

Flood insurance may be available to renters through FEMA's National Flood Insurance Program to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

This Lease consists of a total of sixteen (18) pages. By signing this Lease, Tenant hereby acknowledges receipt of a copy of this Lease and all attachments.

IN WITNESS WHEREOF, the parties have signed this Lease.

[Tenant Name]

Date

[Tenant Name]

Date

Englewood Housing Authority

By: _____

Title: Executive Director

Date

Notices to Landlord shall be sent
c/o:

Englewood Housing Authority
111 West Street
Englewood, NJ 0763