

**LEASE AGREEMENT**

**1. PARTIES AND DWELLING UNIT:** The parties to this Agreement are **HADDONTOWNSHIP HOUSING AUTHORITY**, referred to as the Landlord, and \_\_\_\_\_ referred to as the Resident. If more than one Resident is a party to this Lease, the Residents understand and agree that they are jointly and severally liable. The Landlord leases to the Resident Unit \_\_\_\_\_ located at 25 Wynnewood Avenue, Westmont, New Jersey 08108, in the Housing Development known as **ROHRER TOWERS 1**. The Resident acknowledges the only the following persons will be living here\_

\_\_\_\_\_

Any changes in the Resident's household/family must be immediately (within ten (10) calendar days) reported to the Landlord in accordance with Paragraphs 13 and 16 of the Lease Agreement.

**2. TERM:** The initial payment of this Agreement shall begin on \_\_\_\_\_ and end on \_\_\_\_\_ **3. RENT:** The Resident agrees to pay \$\_\_\_\_\_ for the partial month ending \_\_\_\_\_. After that the rent will be \$\_\_\_\_\_ per month until the end of the lease which is \_\_\_\_\_. This amount is due on the **1<sup>st</sup> day of the month** at Rohrer Towers 1 – Office. The Resident understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD and/or because HUD makes monthly payments to the Landlord on behalf of the Resident. The amount, if any, that HUD makes available monthly on behalf of the Resident is called the Resident Assistance Payment and is shown on the “Assistant Payment” line of the Certification and Recertification of Resident Eligibility Form which is Attachment No. 1 to this Agreement.

**4. CHANGES IN THE RESIDENT'S SHARE OF THE RENT:** The Resident agrees that the amount of rent the Resident pays and/or the amount of assistance that HUD pays on behalf of the Resident may be changed during the term of this Agreement if:

- A. HUD or the Contract Administrator determines, in accordance with HUD procedures, That an increase in rent is needed;
  - B. HUD or the Contract Administrator changes any allowance for utilities or services Considered in computing the Resident's share of the rent;
  - C. The income, the number of persons in the Resident's household or other factors Considered in calculating the Resident's rent change and HUD procedures provide that The Resident's rent or assistance payment be adjusted to reflect the change;
  - D. Changes in the Resident's rent or assistance payment are required by HUD's Recertification or subsidy termination procedures;
  - E. HUD's procedures for computing the Resident's assistance payment or rent changes;
- Or
- F. The Resident fails to provide information on his/her income, family composition or Other factors as required by the Landlord.

The Landlord agrees to implement changes in the Resident's rent or Resident's assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbook, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Resident at least 30 (thirty) days written notice of any increase in the Resident's rent except as noted in Paragraphs 11, 15 or 17 of the Lease Agreement. The Notice will state the new amount the Resident is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Resident that he/she may meet with the Landlord to discuss the rent change.

**5. CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS:** Rent shall be payable in advance on the first day of each month. If the Resident does not pay the full amount of rent by the close of business on the 5<sup>th</sup> day of the month, the Resident will be delinquent and charged an administrative late fee in accordance with provisions of the Resident Handbook, which is an attachment and a part of this Agreement. The Landlord may terminate this

Agreement for non-payment of rent, as explained in Paragraph 23 of the Lease Agreement. The charges discussed in this Paragraph are in addition to the regular monthly rent payable by the Resident. On the first or any additional time a check is not honored for payment, the Landlord may collect a fee in accordance with the provision of the Resident Handbook which is an attachment and a part of this Agreement. On the first or any additional time a check is not honored for payment the Landlord may require rent to be paid by certified check or money order.

**6. CONDITION OF DWELLING UNIT:** By signing this Agreement, the Resident acknowledges that the unit is safe, clean and in good condition. The Resident agrees that all appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Resident also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

**7. CHARGES FOR UTILITIES AND SERVICES:** The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Resident agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Resident.

- a. The Resident must pay for the utilities in Column (1) in a timely manner to avoid shut off. Payments should be made directly to the appropriate utility company. The items in Column (2) is included in the Resident’s rent:

<b>Column 1</b>		<b>Column 2</b>
<b><u>Put “x” by any utility Resident Pays Directly</u></b>	<b><u>Type of Utility</u></b>	<b><u>Put “x” by any utility included in Resident Rent</u></b>
_____	<b>Heat</b>	___X___
_____	<b>Lights, Electric</b>	___X___
_____	<b>Cooking</b>	___X___
_____	<b>Water</b>	___X___
_____	<b>Other (Specify)</b>	_____

b. The Resident agrees to pay the Landlord the total charges in addition to rent shown in Column 3 on the date the rent is due. The Landlord certifies that HUD has authorized him/her to collect the type of charges shown in Column 3 and that the amounts shown in Column 3 do not exceed the amounts authorized by HUD.

Parking	<u>Column 3</u>
Other (Specify)	_____
<b>Air Conditioning \$40.00 per air conditioner</b>	<b>\$40.00 per month for 1 a/c</b>
<b>\$60.00 for 2 air conditioners</b>	
<b>Payable from May through and including September.</b>	

**8. SECURITY DEPOSITS:** The Resident has deposited \$\_\_\_\_\_ with the Landlord. The Landlord will hold this security deposit for the period the Resident occupies the unit. For the Resident's protection, it will be kept in a trustee's security deposit account at: Colonial Bank 1040 Haddon Avenue, Collingswood, NJ 08108 In the event you leave the Haddon Township Housing Authority the security deposit will be refunded to the resident.

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

- A. The Resident will be eligible for a refund of the security deposit only if the Resident Resident provided the Landlord with a 30 day written notice of intent to move required By Paragraph 23, unless the Resident was unable to give notice for reasons beyond His/her control.
- B. After the Resident has moved from the unit, the Landlord will inspect the unit and Complete another Unit Inspection Report. The Landlord will permit the Resident to Participate in the inspection, if the Resident so requests.
- C. The Landlord will refund to the Resident the amount of the security deposit (plus Interest) less the amount needed to pay the cost of the following:
  - 1. Unpaid rent
  - 2. Damages that are not due to normal wear and tear and are not listed on the Move-In Unit Inspection Report;

3. Charges for late payment of rent and returned checks as described in Paragraph 5 of the Lease Agreement;
4. Charges for unreturned keys, as described in Paragraph 9 of the Lease Agreement, and
5. Any other charges permitted in accordance with applicable state and local Laws.

D. Interest on the security deposit will be computed at the applicable money market rate But not less than passbook. Resident understands that interest rates may fluctuate during occupancy and the interest added to the security deposit will reflect these fluctuations as Well as bank and/or administrative charges where applicable in accordance with Applicable state or local laws.

E. The Landlord agrees to refund the amount computed in Paragraph 8 c of the Lease Agreement within thirty (30) days after the Resident has permanently moved out of The unit, returned possession of the unit to the Landlord, and given his/her new address To the Landlord. The Landlord will also give the Resident a written list of charges that Were subtracted from the deposit. If the Resident disagrees with the Landlord Concerning the amounts deducted and asks to meet with the Landlord, the Landlord Agrees to meet with the Resident and informally discuss the disputed charges.

F. If the unit is rented by more than one person, the Residents agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the Refund to any Resident identified in Paragraph 1 of this Lease Agreement.

G. The Resident understands that the Landlord will not count the Security Deposit Towards the last month's rent or towards repair charges owed by the Resident in Accordance with Paragraph 11.

**9. KEYS AND LOCKS:** The Resident agrees not to install additional or different locks or Gates on any doors or windows of the unit without the prior written permission of the Landlord. If the Landlord approves the Resident's request to install such locks, the Resident agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Resident agrees to return all keys to the dwelling unit to the Landlord. In accordance with the provisions of the Residents Handbook, which is an attachment and a part of this Agreement, the Landlord may charge the Resident for each key not returned.

## **10. MAINTENANCE**

a. The Landlord agrees to:

1. Regularly clean all common areas of the Housing Development:
2. Maintain the common areas and facilities in safe condition:
3. Arrange for collection and removal of trash and garbage
4. Maintain all equipment and appliances in safe and working order:
5. Make necessary repairs with reasonable promptness:
6. Maintain exterior lighting in good working order:
7. Provide extermination services, as necessary and
8. Maintain grounds and shrubs.

b. The Resident agrees to:

1. Comply with all obligations imposed upon Resident by applicable provisions

- Of building and housing codes materially affecting health and safety:
2. Keep the premises and such other areas as may be assigned to the Resident for Resident's exclusive use in a clean, orderly and safe condition;
  3. Not litter the ground or common areas of the Housing Development;
  4. Promptly report to the Landlord any breakage, damage, or need for repairs to the premises or equipment therein and promptly report any unsafe or unsanitary Conditions in the common area and grounds which may lead to damage or injury;
  5. Use all appliances, fixtures and equipment in a safe manner and only for the Purpose for which they are intended;
  6. Not destroy, deface, damage or remove any part of the unit, common area, or Housing development grounds;
  7. Remove garbage and other waste from the unit in a clean and safe manner;
  8. Comply with all present and future laws, orders and regulations of all state, Federal, municipal and local governments, departments, commissions, and Boards regarding the collection, sorting, separation, and recycling of waste Products, Garbage, refuse and trash. Resident shall sort and separate items into

As provided by law, and in accordance with the rules and regulations adopted by The Landlord for the sorting and separating of such designated recyclable materials.

9. Pay all costs, expenses, fines, penalties, or damages imposed on Landlord or Resident by reason of Resident's failure to comply with Item 8 above.

**11. DAMAGES:** Whenever damage is caused by carelessness, misuse, or negligence on the part of the Resident, his/her family, members of his/her household or visitors, the Resident agree to pay:

- A. The cost of all repairs and do so within thirty (30) days after receipt of the Landlord's demand for the repair charges; and
- B. Rent for the period the unit is damaged whether or not the unit is habitable. The Resident understands that HUD will not make assistance payments for Any period in which the unit is not habitable. For any such period, the

Resident agrees to pay the HUD-approved market rent rather than the Resident Rent shown in Paragraph 3 of this Lease Agreement.

**12. RESTRICTIONS AND ALTERATIONS:** The Resident agrees to comply with the following and agrees to obtain Landlord's written permission for any exceptions:

- A. Supplementary electrical or open-flame space heaters or any other device are Not permitted.
- B. Park vehicles only in area designated by Landlord. Vehicles shall not be Driven over curbs, walks or lawns, or outside of regularly traveled driveways Intended for such use. Vehicles must be in running condition with current Inspections and current registrations to remain on the premises. Any motor Vehicle not meeting these requirements may be removed by the Landlord Within forty-eight (48) hours at the expense of the Resident. Repairing or Overhauling of vehicles on the premises will not be permitted. Motorcycles, Motorbikes or scooters shall not be stored in the dwelling unit.

- C. Resident shall not park trailers, boats or campers on premises, common areas Or streets without prior written consent of the Landlord.
- D. Resident shall make no changes, repairs or alterations to the premises and Equipment and shall not use wallpaper, contact paper, adhesive hangers, Tacks, nails, screws or any fasteners in any part of the premises except in a Manner approved by the Landlord.
- E. Resident shall not store household or personal property outside the dwelling Unit, other than in designated storage facilities, without prior written Permission from the Landlord. Attic crawl spaces are not considered storage Areas and shall not be used as such, as this presents a fire hazard.
- F. Resident shall not have a water bed.
- G. Resident shall permit no combustible material to be kept on the premises Except routine domestic household products stored in approved containers.
- H. Resident shall not erect radio aerials or television antennas without the prior Written consent of the Landlord.
- I. Resident shall not change or remove any part of the appliances, fixtures or Equipment in the unit.
- J. Resident shall not install washing machines, dryers, freezers or air-conditioner In the unit without consent from the Landlord.
- K. Resident shall not use or operate any equipment or machinery that is harmful To the apartment unit or to residents of the apartment community.
- L. Resident shall not engage in any unlawful activities in the apartment or on the Premises of the apartment complex nor shall a Resident permit unlawful Activities in the apartment or on the premises.
- M. Resident understands and agrees that the Landlord does not provide security Protection for the Resident, his/her family members, his/her guests, his/her Vehicle or personal property.
- N. Resident understands and agrees that the Landlord is not responsible for the Following:
  - (1) Damage or loss of Resident's property resulting from fire, wind, Water, theft or otherwise. (Resident understands that Resident is Responsible for obtaining insurance covering personal household Possessions).
  - (2) Damage or loss of Resident's property entrusted to Landlord's Employees.
  - (3) The loss or damage of Resident's possession stored in storage Room.
  - (4) The acts of other Residents.
  - ((5) Property remaining in the unit after the term of the lease, after the

Tenancy ends, or the possession of the unit is secured by legal process. Such property shall be considered abandoned and the Landlord can either keep such property or have it removed at the Resident's expense.

The Landlord agrees to provide reasonable accommodation to an otherwise eligible resident's Disability, including making changes to rules, policies, or procedures, and making and paying for Structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at HUD 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the resident to make and pay for the modification in accordance with the Fair Housing Act.

**13. GENERAL RESTRICTIONS:** The Resident must live in the unit and the unit must be the Resident's only place of residence. The Resident shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Certification and Recertification of Resident Eligibility. The Resident shall not permit other individuals to reside in the unit until an application for tenancy has been submitted and approved by the Landlord.

a. The Resident shall not:

1. Sublet or assign the unit, or any part of the unit;
  2. Have pets or animals of any kind in the unit without the prior written Permission of the Landlord, but the Landlord will allow the resident To keep an animal needed as a reasonable accommodation to the Resident's disability, and will allow animals to accompany visitors With disabilities who need such animal as an accommodation to their Disabilities; or
  3. Refuse the extermination services for rodent or insect infestation;
  4. Make or permit noises or acts that will disturb the rights or comforts Of neighbors. The Resident agrees to keep the volume of any radio, Phonograph, television or musical instrument at a level which will not Disturb the neighbors; or
  5. take any action or engage in any conduct which disturbs the livability Of the housing development or complex by adversely affecting the health and safety of any Resident to the quiet enjoyment of the leased premises and related facilities, interferes with the management of the premises, or that has an adverse financial affect on the Housing Development.
  6. Use the unit for unlawful purposes;
  7. Engage in or permit unlawful activities in the unit, in the common areas or on the Housing Development.
- B. In the event that, during the term of the Lease, the Resident by reason of Physical or mental impairment is no longer able to maintain the premises in A livable condition, or to care for his/her physical needs, or cannot make Arrangements for someone to aid him/her in maintaining the premises in a



Livable condition or in caring for his/her physical needs, Landlord may Terminate this Lease in accordance with Paragraph 23 provided a qualified Third party has been consulted and concurs and states the degree to which This impairment affects a Resident's ability to maintain the premises in a Livable condition. Landlord may require the Resident to move but shall Make every reasonable effort to assist the Resident in finding other suitable Accommodations.

C. the Resident agrees that the Resident and members of the household must not Engage in or permit:

(1) Any criminal activity, including drug-related criminal activity, Whether in the unit or elsewhere on or near the property: or

(2) Any other unlawful activity in the unit or on or near the property.

D. With respect to drug-related criminal activity, Resident acknowledges Responsibility for the actions of himself/herself, all individuals listed on the Certification and Recertification of Resident Eligibility and guests while said Individuals are within the confines of the Resident's apartment or near the Property.

C. The Resident acknowledges that drug-related criminal activity includes but is Not limited to:

(1) Possession, usage, distribution, transportation, sale, manufacture or Storage of illegal drugs and/or drug paraphernalia or;

(2) Conviction of violating any State or Federal laws relating to Illegal drugs and/or drug paraphernalia.

**14. RULES:** The Resident agrees to obey the House Rules/Resident Handbook, which is Attachment No. 3 to this Agreement. The Resident agrees to obey additional Rules established after the effective date of this Agreement if:

A. The rules are reasonably related to the safety, care and cleanliness of The building and the safety, comfort and convenience of the residents And;

B. The Resident receives written notices of the proposed rules at least Thirty (30) days before the rules are enforced.

**15. REGULARLY SCHEDULED RECERTIFICATIONS:** Every year around the \_\_1st\_\_

Day of \_\_\_\_\_ the Landlord will request the Resident to report the income and

Composition of the Resident's household and to supply any other information required by HUD

For the purposes of determining the Resident's rent and assistance payment, if any. The Resident

Agrees to provide accurate statements of this information and to do so by the date specified in the

Landlord's request. The Landlord will verify the information supplied by the Resident and use

The verified information to recompute the amount of the Resident's rent and assistance

Payment, if any.

- A. If the Resident does not submit the required recertification information by the date Specified in the Landlord's request, the Landlord may impose the following Penalties. The Landlord may implement these penalties only if accordance with the Administrative procedures and time frames specified in HUD's subsidy programs.
  - 1. Require the Resident to pay the higher HUD-approved market rent for the Unit.
  - 2. Implement any increase in rent resulting from the recertification process Without providing the (30) day notice otherwise required by Paragraph 4 of This agreement.
- B. The Resident may request to meet with the Landlord to discuss any change in rent or Assistance payment resulting from the recertification process. If the Resident Requests such a meeting, the Landlord agrees to meet with the Resident and discuss How the Resident's rent and assistance payment, if any, were computed.
- C. The Resident understands that the processing of this annual recertification and Appropriate lease addendum are required by HUD and, these requirements do not Waive nor abrogate the Landlord's rights pursuant to any pending, current, or Future eviction action or process.

**16. REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATIONS:**

- A. If any of the following changes occur, the Resident agrees to advise the Landlord Immediately (within 10 calendar days of the date of change).
  - (1) Any household member moves out of the unit.
  - (2) An adult member of the household who was reported as unemployed on the most recent certification/recertification obtains employment.
  - (3) The household's income cumulatively increases by \$200 or more a month.
- B. The Resident may report any decrease in income or any change in other factors Considered in calculating the Resident's rent. Unless the Landlord has Confirmation that the decrease in income or change in other factors will last less Than one month, the Landlord will verify the information and make the Appropriate rent reduction. However, if the Resident's income will be partially Or fully restored within (2) months, the Landlord may delay the certification Process until the new income is known, but the rent reduction will be retroactive And the Landlord may not evict the Resident for nonpayment of rent due during the Period of the reported decrease and the completion of the certification process. The Resident has thirty (30) days after receiving written notice of any rent due for the Above described time period to pay or the Landlord can evict for nonpayment of Rent.
- C. If the Resident does not advise the Landlord of these interim changes, the Landlord May increase the Resident's rent to the HUD-approved market rent. The Landlord

May do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of Multifamily subsidy programs.

- D. The Resident may request to meet with the Landlord to discuss how any change in Income or other factors affected his/her rent or assistance payment, if any. If the Resident requests such a meeting, the Landlord agrees to meet with the Resident and Explain how the Resident's rent or assistance payment, if any, was completed.

**17. REMOVAL OF SUBSIDY:**

- A. The Resident understands that assistance made available on his/her behalf ay be Terminated if events in either Items 1 or 2 below occur. Termination of assistance Means that the Landlord may make the assistance available to another Resident and The Resident's rent will be recomputed. In addition, the Resident's assistance is Terminated because of criteria (1) below, the Resident will be required to pay the HUD-approved market rent for the unit.
  - (1) The Resident does not provide the Landlord with information or reports Required by Paragraph 15 or 16 within 10 (ten) calendar days after receipt of The Landlord's notice of intent to terminate the Resident's assistance Payment.
  - (2) The amount the Resident would be required to pay towards rent and utilities Under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.
- B. The Landlord agrees to give the Resident written notice of the proposed termination. The notice will advise the Resident that, during the ten (10) calendar days following The date of the notice, he/she may request to meet the Landlord to discuss the Proposed termination of assistance. If the Resident requests a discussion of the Proposed termination, the Landlord agrees to meet with the Resident.
- C. Termination of assistance shall not affect the Resident's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be Reinstated if the Resident submits the income or other data required by HUD Procedures, the Landlord determines the Resident is eligible for assistance, and Assistance is available.

**18. RESIDENT OBLIGATION TO REPAY:** If the Resident submits false information on any Application, certification or request for interim adjustment or does not report interim changes in Family income or other factors as required by Paragraph 16 of this Lease Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Resident agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payment.

**19. SIZE OF THE DWELLING:** The Resident understands that HUD requires the Landlord to assign units according to the size of the household. If the Resident is or becomes eligible for a different size unit, and the required size unit becomes available, the Resident agrees to:

- A. Move within 30 (thirty) days after the Landlord notifies him/her that a unit of the

Required size is available within the project or;

- B. Remain in the same unit and pay the HUD-approved market rent.

**20. ACCESS BY LANDLORD:** The Landlord agrees to enter the unit only during reasonable hours, and to provide reasonable advance notice of his/her intent to enter the unit, except when or under emergency situations make such notices impossible or except as follows below:

- A. The Resident agrees to permit the Landlord, his/her agents or other persons, when Authorized by the Landlord, to enter the unit for the purpose of making reasonable Repairs, conducting periodic inspections, and providing extermination services.
- B. After the Resident has given notice of intent to move, the Resident agrees to permit The Landlord to show the unit to prospective residents during reasonable hours.
- C. If the Resident moves before this Agreement ends, the Landlord may enter the unit to Decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

**21. DISCRIMINATION PROHIBITED:** The Landlord agrees not to discriminate based upon race, color, religion, creed, National Origin, sex, age, familial status and disability.

**22. CHANGE IN RENTAL AGREEMENT:** The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Resident of any change and must offer the Resident a new Agreement or an Amendment to the existing Agreement. The Resident must receive the notice at least sixty (60) days before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing the new Agreement or the Amendment to the existing Agreement and returning it to the Landlord. The Resident may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Resident must give such notice at least thirty (30) days before the proposed change will go into effect. If the Resident does not accept the amended Agreement, the Landlord may require the Resident to move from the Project, as provided in Paragraph 23.

**23. TERMINATION OF TENANCY:** The Landlord reserves a right of re-entry into the premises if the Resident breaches any term, condition, covenant or agreement contained in this Lease:

- A. To terminate this Agreement, the Resident must give the Landlord 30 (thirty) days Written notice before moving, from the unit. If the Resident vacates prior to the Expiration of the thirty (30) day notice period, the Resident shall be liable for rent Up to the end of the 30 (thirty) day notice period or to the date the unit is re-rented, Whichever date comes first. If the Resident does not give a thirty (30) day notice, the Resident shall be liable for rent up to the end of the thirty (30) days for which proper Notice was required or to the date the unit is re-rented, whichever date comes first.
- B. Any termination of this Agreement by the Landlord must be carried out in accordance With HUD regulations, State and local law, and the terms of this Agreement.
- C. The Landlord may terminate this Agreement for the following reasons:
  - 1. The Resident's material noncompliance with the terms of this Agreement;
  - 2. The Resident's material failure to carry out obligations under any State Landlord and Tenant Act: or

3. Drug related criminal activity engaged in on or near the premises, by any Resident, household member, or guest, or any such activity engaged in on the Premises by any other person under the Residents control;
4. Determination made by the Landlord that a household member is illegally Using a drug;
5. Determination made by the Landlord that a pattern of illegal use of a drug Interferes with the health, safety, or right to peaceful enjoyment of the Premises by other residents;
6. Criminal activity by a resident, any member of the resident's household, A guest or another person under the resident's control:
  - A. that threatens the health, safety or right to peaceful enjoyment of The premises by other residents (including property management Staff residing on the premises); or
  - b. That threatens the health, safety, or right to peacefully enjoyment of Their residences by persons residing in the immediate vicinity of the Premises.
7. If the Resident is fleeing to avoid prosecution or custody or confinement after Conviction, for a crime, or attempt to commit a crime, that is a felony under The laws of the place from which the individual flees, or that in the case of the State of New Jersey is a high misdemeanor;
8. If the Resident is violating a condition of probation or parole under Federal Or State law;
9. Determination made by the Landlord that a household member's abuse or Pattern of abuse of alcohol threatens the health, safety, or right to peaceful Enjoyment of the premises by other residents;
10. If the Landlord determines that the Resident, any member of the Resident's Household, a guest or another person under the Resident's control has Engaged in the criminal activity, regardless of whether the Resident, any Member of the Resident's household, a guest or another person under the Resident's control has been arrested or convicted for such activity.
  - C. The Landlord may terminate this Agreement for other good cause, Which includes, but is not limited to the Resident's refusal to accept Change to this Agreement. Termination for "other good cause" may Only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: 1. one or more substantial violations Of the lease; 2. repeated minor violations of the lease that; (a) disrupt the livability of the housing development, (b) adversely affect the health or safety of any person or the right of any Resident to the quiet enjoyment of the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project; 3. failure of the Resident to timely supply all required information on the income and composition, or eligibility factors of the verification requirements for social security numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from state wage

information Collection Agencies, or to knowingly provide incomplete or inaccurate information and 4. Non payment of rent or any other financial obligation due under the other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

E. If the Landlord proposes to terminate this Lease Agreement the Landlord agrees to give the Resident written notice of the proposed Termination. If the Landlord is terminating this agreement for “other Good cause” the termination notice must be mailed to the Resident And served to the Resident in a manner required by HUD at least Thirty days (30) before the date the Resident will be required to move From the unit. Notices of proposed termination for other reasons Must be given in accordance with any time frames set forth in State And local law. Any HUD-required notice period may run Concurrently with any notice period required by State or local law. All termination notices must:

1. specify the date this Lease Agreement is terminated;
2. state the grounds for termination with enough detail for the Resident to prepare a defense.
3. Advise the Resident that he/she has 10 (ten) days within which To discuss the proposed termination of tenancy with the Landlord. The ten (10) day period will begin on the earlier Of the date the notice was hand-delivered to the unit or the Day after the date the notice is mailed. If the Resident Requests the meeting, the Landlord agrees to discuss the Proposed termination with Resident; and
4. Advise the Resident of his/her right to defend the action in Court.

F. If an eviction is initiated, the Landlord agrees to rely only upon those Grounds cited in the termination required by Paragraph (e).

**24. HAZARDS:** The Resident shall not undertake, or permit his/her family or guests to Undertake any hazardous acts or do anything that will increase the projects insurance premiums. If the unit is damaged by fire, wind, or water to the extent that the unit cannot be lived in and the Damage is not caused or made worse by the Resident; the Resident will be responsible for rent Only up to the date of the destruction. Should the unit be deemed uninhabitable this Lease Agreement terminates as of the date of destruction.

**25. PENALTIES FOR SUBMITTING FALSE NFORMATION:** Knowingly giving the Landlord false information regarding income, or other factors considered in determining Resident’s Eligibility and rent is a material noncompliance with the Lease subject to termination of tenancy. In addition, the Resident could become subject to penalties available under Federal law. Those Penalties include fines up to \$10,000 and imprisonment for up to five (5) years.

**26. CONTENTS OF THIS AGREEMENT:** This Agreement and its Attachments make up the entire Agreement between the Resident and the Landlord regarding this Unit. If any Court

declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Resident will continue to be bound by them. Failure of Landlord to insist upon the strict performance of any provision of this Lease or rules and regulations herein contained shall not be construed as a waiver for the future of any such provision, rule or regulation. The receipt by Landlord of rent or the execution of HUD 50058 by the Resident with knowledge of the breach of any provision of this Lease and after a Proposed or Final Notice to quit has been served, shall not be deemed a waiver of such breach.

No provision of this Lease shall be deemed to have been waived unless such waiver is in writing signed by Landlord. No payment by Resident or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided, and no waiver by Landlord in respect to one Resident shall constitute a waiver in favor of any other Resident in the Housing Development.

**27. ATTACHMENTS TO THE AGREEMENT:** The Resident certifies that he/she has received a copy of this Agreement and the following attachments to this Agreement and understands that these Attachments are part of this Agreement.

- Attachment No. 1: Form HUD-50058, Certification and Recertification of Resident Eligibility
- Attachment No. 2: Unit Inspection Report
- Attachment No. 3: House Rules and Regulations/Resident Handbook

**28. RESIDENT'S RIGHTS TO ORGANIZE:** Landlord agrees to allow Resident and Resident organizers to conduct on the property the activities related to the establishment or operation of a Resident organization set out in accordance with HUD requirements.

**29. RESIDENTS INCOME VERIFICATION:** The resident must promptly provide the Landlord with any letter or other notice by HUD to a member of a family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

**30. THE LEASE AGREEMENT:** Will terminate automatically if the Section 8 Housing assistance contract terminates for any reason.

**31. SIGNATURES:**

**RESIDENT**

1. \_\_\_\_\_ **DATE SIGNED** \_\_\_\_\_

2. \_\_\_\_\_ **DATE SIGNED** \_\_\_\_\_

**LANDLORD**

**By:** 1. \_\_\_\_\_ **DATE SIGNED** \_\_\_\_\_