

**CLINTON COUNTY HOUSING AUTHORITY  
PUBLIC HOUSING LEASE AGREEMENT – PART I  
TERMS AND CONDITIONS**

**THIS PUBLIC HOUSING LEASE AGREEMENT** (called "Lease") is between the Clinton County Housing Authority, (called "CCHA") and tenant(s) named in Part II of this lease (called "Tenant").

**I. Description of the Parties and Dwelling Unit:**

- (a) CCHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "Dwelling Unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease.
- (b) Dwelling Unit must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. CCHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to CCHA policy on such activities.
- (c) Any additions to the household members named on the lease, excluding natural births; require the advance written approval of CCHA. Such approval will be granted only if the new household member passes CCHA screening criteria and the new household composition complies with CCHA Occupancy Standards. Tenant agrees to wait for CCHA approval before allowing additional persons to move into the Dwelling Unit. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease for which CCHA may terminate the lease.
- (d) Tenant shall report deletions (for any reason) from the household members named on the lease to CCHA within 10 days of the occurrence.

**II. Lease and Amount of Rent:**

- (a) Unless otherwise modified or terminated, this Lease shall automatically be renewed for successive terms of one calendar year. The rent amount is stated in Part II of this Lease. The amount of the Total Tenant Payment and Tenant Rent shall be determined by CCHA in compliance with HUD regulations and requirements and in accordance with CCHA Admissions and Continued Occupancy Policy.
- (b) **Rent for the current month is DUE and PAYABLE on the first day of that month.** Rent may include Excess Utility charges.
- (c) Rent not paid on time is subject to the Late Fee Policy.
- (d) When CCHA makes any change in the amount of Total Tenant Payment or Tenant Rent, CCHA shall give written notice to Tenant. The notice shall state the new amount and the date the new rent amount takes effect. The notice shall also state that the Tenant may ask for an explanation of how the amount is computed. If Tenant asks for an explanation, CCHA shall respond in a reasonable time.

**III. Other Charges:**

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. Some types and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:

- (a) **Work Orders:** The cost for services or repairs due to intentional or negligent damage to the Dwelling Unit, common areas, or grounds that is beyond normal wear and tear, and is caused by Tenant, household members, or by guests. When CCHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged

for the cost of such service, either in accordance with the Tenant Charges for Sales posted by CCHA or (for work not listed on the Tenant Charges for Sales) based on the actual cost to CCHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. Work Orders are due and payable within 14 calendar days after the work is completed.

- (b) Excess Utility Charges: At developments where utilities are provided by CCHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. Excess Utility Charges are due and payable with Rent.
- (c) Air Conditioner Charges: Charges for tenant-supplied air conditioners are due and payable according to the Air Conditioner Policy.
- (d) Late Fees: Charges for past due amounts are posted in accordance with the Late Fee Policy. Late Fees are due and payable when posted to the Tenant account.
- (e) All Other Charges: All Other Charges are due and payable when posted to the Tenant account.
- (f) Other Charges not paid on time are subject to the Late Fee Policy.

#### **IV. Payment Location and Method:**

Rent and Other Charges may be paid at the Lock Haven Office located at 369 Linden Circle, Lock Haven, Pennsylvania, the Renovo Office located at 350 Huron Avenue, Renovo, Pennsylvania, or at other designated locations. CCHA accepts only checks or money orders. CCHA will not accept cash, third-party checks, or post-dated checks. Tenants who have submitted a check that is returned for insufficient funds shall be assessed a service fee and shall be required to make all future payments by money order. Work Order charges under \$10.00 may be paid in cash.

#### **V. Security Deposit and Pet Deposit:**

- (a) Tenant Responsibilities: Tenant agrees to pay \$99.00 as a Security Deposit. Tenant agrees to pay \$250.00 as a Pet Deposit for a dog or cat.
- (b) CCHA Responsibilities for Security Deposits: CCHA will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or any other charges owed by 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 Tenant, household members or guests. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the Dwelling Unit. No refund of the Security Deposit will be made until Tenant has vacated and CCHA has inspected the Dwelling Unit. The return of a Security Deposit shall occur within 30 days after CCHA takes possession of the unit. If any deductions are made, CCHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.
- (c) CCHA Responsibilities for Pet Deposits: CCHA will use the Pet Deposit at the termination of possession of the pet to first reimburse the cost of repairing any intentional or negligent damages to the Dwelling Unit caused by the pet and then to pay any other unpaid charges on the Tenant account. The Pet Deposit may not be used to pay rent or other charges while the pet occupies the Dwelling Unit. No refund of the Pet Deposit will be made until the pet has vacated, and CCHA has inspected the Dwelling

Unit. The return of a Pet Deposit shall occur within 30 days from the date the Pet Agreement is cancelled. If any deductions are made, CCHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Pet Deposit.

**VI. Utilities and Appliances:**

- (a) CCHA Supplied Utilities: If indicated by an (X) on Part II, CCHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. CCHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. CCHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, or washers, may be installed and operated only with the written approval of CCHA. A monthly Excess Utility charge will be payable by Tenant for the excess utility used in the operation of such appliances. Excess Utility charges are published in the attachment Fees, Flat Rent & UA.
- (b) Tenant-Paid Utilities: If Tenant resides in a development where CCHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of Dwelling Unit, for utilities Tenant pays directly to the Utility Provider. The Total Tenant Payment less the Utility Allowance equals the Tenant Rent. If the Utility Allowance exceeds the Total Tenant Payment, CCHA will pay a Utility Reimbursement, equal to this difference, each month directly to the Utility Provider. CCHA may change the Utility Allowance at any time during the term of the Lease and shall give Tenant 60-days written notice of the revised Utility Allowance along with any resulting change in Tenant Rent or Utility Reimbursement.
- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by CCHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or designated Tenant Obligations restricting or prohibiting the use of space heaters in Dwelling Units.

**VII. Terms and Conditions:**

- (a) Use and Occupancy of Dwelling Unit: Tenant shall have the right to exclusive use and occupancy of the Dwelling Unit for Tenant and other household members listed on the lease. With the prior written consent by CCHA, members of the household may engage in legal profit-making activities in the Dwelling Unit. Tenant may have guests for a period not exceeding fourteen (14) days in a twelve (12) month period. Permission may be granted, upon written request to the Property Manager, for an extended term.
- (b) Ability to Comply with Lease Terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid them in complying with the lease, and CCHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease; then, CCHA will advise Tenant to find more suitable housing and terminate the Lease. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.
- (c) Re-Certification of Rent, Dwelling Size, and Eligibility. The rent amount as stated in Part II of the Lease Agreement is due each month until changed as described below.
  - 1. The status of each family is to be re-certified at least once a year. Tenants paying Flat Rent shall have their incomes re-certified every three years.

2. At the annual recertification, Tenant shall certify compliance with the Community Service Policy.
  3. Tenant promises to supply CCHA with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Failure to supply such information when requested is a serious violation of the terms of the lease and CCHA may terminate the Lease. All information will be verified. Tenant agrees to comply with CCHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. CCHA shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by CCHA to decide whether the amount of the rent should be changed, and whether the Dwelling Unit size is still appropriate for Tenant needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy.
  4. Rent will not change during the period between annual certifications, UNLESS during such period:
    - i. Tenant can verify a change in their circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement. If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-certification. Failure to report within the 10 days will result in a retroactive rent charge. Tenant may request a reduction in rent no more than three (3) times in a calendar year.
    - ii. If CCHA finds that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that they should have been charged, CCHA will apply an increase in rent retroactive to the first of the month in which the misrepresentation occurred.
    - iii. Rent formulas or procedures are changed by Federal law or regulation.
  5. All changes in family composition must be reported to CCHA within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. 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 Dwelling Unit unless it is determined that the move is essential for the mental or physical health of Tenant; and, it does not exceed the Occupancy Standards.
- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment. All notices will state the effective date of the rent adjustment.
1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner as specified.
  2. In the case of a rent increase, the increase will become effective the first day of the 2nd month following the reported change in circumstances, provided Tenant reported the change in a timely manner as specified.

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, CCHA shall apply the increase in rent retroactive to the first day of the month in which the misrepresentation occurred.

(d) Transfers

1. Tenant agrees that when CCHA determines that the size or design of the Dwelling Unit is no longer appropriate to Tenant needs, CCHA shall send Tenant written notice to transfer. Tenant further agrees to accept a new lease for a different Dwelling Unit of the appropriate size or design.
2. CCHA may move a Tenant into another Dwelling Unit if it is determined necessary to rehabilitate or demolish the Dwelling Unit.
3. Tenant shall comply with the terms and conditions of the Accommodations Policy when requesting special features in the Dwelling Unit.
4. A tenant without disabilities that is housed in a Dwelling Unit with special features must transfer to a Dwelling Unit without such features should a Tenant with disabilities need the Dwelling Unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the new Dwelling Unit 15 days following delivery of a transfer notice. If Tenant refuses to move, CCHA may terminate the Lease.
6. Involuntary transfers are subject to the Grievance Procedure and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
7. CCHA will process Tenant requests for transfer in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policy.

**VIII. CCHA Obligations:** CCHA shall be obligated...

- (a) To maintain the Dwelling Unit and the project in 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 Dwelling Unit;
- (d) To keep project, building, facilities, and common areas, not otherwise assigned to 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 CCHA;
- (f) To provide appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by Tenant as required by this Lease;
- (g) To supply running water, reasonable amounts of hot water, and a reasonable amount of heat at appropriate times of the year according to local custom and usage; except where the building that includes the Dwelling Unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by CCHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When CCHA is required to afford Tenant the opportunity for a hearing under the Grievance Procedure for a grievance concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination shall constitute adequate notice of proposed adverse action.
2. In the case of a proposed adverse action other than a proposed lease termination, CCHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.

**IX. Tenant's Obligations:** The Tenant shall be obligated...

- a. To not assign the Lease, nor sublease the Dwelling Unit.
- b. To not give accommodation to boarders or lodgers, and to not give accommodation to long-term guests in excess of 14 days without the advance written consent of CCHA.
- c. To use the Dwelling Unit solely as a private dwelling for Tenant and household members 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 CCHA Occupancy Standards, and so long as CCHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.
- d. To abide by necessary and reasonable regulations promulgated by CCHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- e. To comply with the requirements of applicable state and local building or housing codes and ordinances, materially affecting health and/or safety of Tenant and household to include, but not limited to, regular mowing and trimming of the lawn and removal of snow and ice from porches, sidewalks, and parking stalls.
- f. To regularly test all fire warning devices contained within the Dwelling Unit; and, to immediately report to CCHA any non-functional fire warning device. Tenants who disable or permit to be disabled any fire warning device will be assessed a Tampering Fee. Two (2) violations shall result in eviction.
- g. To observe all posted security regulations and all posted fire escapes or evacuation routes and to become familiar with all fire exits. Tenants in Dwelling Units without designated fire exits must develop their own evacuation plans.
- h. To use flashlights, not candles or other opens flames, to provide light in case of electric failure.
- i. To keep the Dwelling Unit and other such areas as may be assigned to Tenant for exclusive use in a clean, safe, and sanitary condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant free from hazards and trash and keeping the yard free of debris and litter.
- j. To not permit bicycles, tricycles, scooters, off-road vehicles (four-wheelers), or motorcycles to be ridden on the sidewalks, in yards or on any other CCHA property. Motorcycles must remain parked in designated vehicle parking areas. Bicycles must be stored at the rear of the Dwelling Unit.
- k. To dispose of all garbage, rubbish, and other waste from the Dwelling Unit in a sanitary and safe manner only in containers approved or provided by CCHA. To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas. To properly contain the waste between collection days and properly dispose waste.
- l. To promptly notify CCHA of insect infestation or vermin.

- m. To properly prepare Dwelling Unit for extermination service. Tenants who do not properly prepare their Dwelling Unit for extermination service will be charged a service fee.
- n. To use in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- o. To refrain from using any water hose outside the Dwelling Unit.
- p. To refrain from using alternate heating sources such as kerosene or electric space heaters; and, to refrain from using any designated cooking appliance as a heating source.
- q. To refrain from, and to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the Dwelling Unit or project.
- r. To not hang items, including laundry or holiday decorations, from balconies, outside windows and in common areas.
- s. To not permit clothes drying inside any Dwelling Unit.
- t. To pay repair charges for damages to the Dwelling Unit, project buildings, facilities, or common areas caused by Tenant, household members or guests (both invited and un-invited) within 14 days after repairs are completed.
- u. To act, and cause household members or guests to act in a manner that will:
  1. Not disturb a neighbor's peaceful enjoyment of their accommodations; and,
  2. Not be a hazard or cause a hazard or damage property; and,
  3. Be conducive to maintaining all CCHA projects in a decent, safe, and sanitary condition.
- v. To assure no sound is audible beyond the walls of your apartment Sunday through Thursday from 10:00pm until 8:00am the following morning and Friday through Saturday from 11:00pm until 8:00am the following morning. These periods of time are referred to as "Quiet Time"
- w. To refrain from consumption of alcoholic beverage in common areas of the project including community spaces, hallways, lobbies, sidewalks, lawns, grounds, and parking areas.
- x. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, not go upon the roof areas of any building, enter any crawlspaces, or enter any area clearly designated as being closed to public access.
- y. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, not engage in:
  1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of CCHA's public housing premises by other residents or employees of CCHA; or,
  2. Any drug-related criminal activity, whether on or off CCHA property. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the Dwelling Unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 802 of the Controlled Substances Act.)
- z. To make no alterations, repairs, redecorations, additions or removals to:
  1. The interior of the Dwelling Unit or to the equipment, nor to install additional equipment or major appliances, including clothes dryers; or,
  2. Any part of the appliances, fixtures or equipment of the Dwelling Unit; or,
  3. The Dwelling Unit or surrounding landscape; or,

4. Any locks or install new locks on exterior or interior doors.
- aa. To install and/or use no:
    1. Tenant supplied outdoor storage sheds; or,
    2. Any type of outdoor structure; or,
    3. Fire pits, burn barrels, or any open fires; or,
    4. Wading and swimming pools; or,
    5. Swing sets and gym sets; or,
    6. Electric extension cords and electric plug adapters; or,
    7. Any ceiling mounted fixture such as lights or fans; or,
    8. Wallpaper and wallpaper boarder on any surface; or,
    9. Dark paint colors, special paint treatments and techniques or stenciling; or,
    10. Nails, tacks, screws, brackets, tape, and fasteners on any part of the Dwelling Unit without authorization by CCHA.
  - bb. To use charcoal and gas grilles safely in open areas. Grilles are not permitted to be used on any porch or balcony.
  - cc. To give prior notice to CCHA when Tenant will leave the Dwelling Unit unoccupied for any period exceeding five (5) consecutive days.
  - dd. To act in a cooperative manner with neighbors and CCHA Staff, and to refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and CCHA staff.
  - ee. To refrain from loitering in common areas of the project including community spaces, sidewalks, lawns, grounds, pavilions, and parking areas
  - ff. To not display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Pennsylvania anywhere on CCHA property.
  - gg. To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
  - hh. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the Dwelling Unit.
  - ii. To refrain from erecting or hanging radio or television antennas and satellite dishes on or from any part of the Dwelling Unit.
  - jj. To not permit any waterbeds inside the Dwelling Unit.
  - kk. To refrain from placing signs of any type in or about the Dwelling Unit.
  - ll. To refrain from, and cause members of Tenant's household and guests to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the Dwelling Unit except in accordance with the Pet Policy. Tenants with a verifiable disability requiring the possession of a service animal or companion animal must comply with the terms and conditions of the Accommodations Policy.
  - mm. To register all vehicles with CCHA and to notify CCHA within ten (10) days if any vehicle is acquired, sold, traded, disposed or replaced. CCHA will issue a Parking Permit for each properly registered vehicle to be prominently displayed on the vehicle at all times.
  - nn. To remove from CCHA property any vehicles without valid CCHA registration, license and inspection stickers. Tenant must refrain from parking any vehicles in any designated no-parking, right-of-way, or fire lane. Any inoperable, unregistered, unlicensed or un-inspected vehicle will be removed from CCHA property at Tenant's expense.
  - oo. To refrain from repairing vehicles on CCHA property.



- pp. To remove any personal property left on CCHA property when Tenant vacates, abandons, or surrenders the Dwelling Unit. Property left for more than 10 days shall be considered abandoned and will be disposed by CCHA. Tenant shall be responsible for storage and disposal costs.
- qq. To use reasonable care to keep Dwelling Unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. Tenant shall notify CCHA promptly of known need for repairs to Dwelling Unit, and of known unsafe or unsanitary conditions in the Dwelling Unit or in common areas and grounds of the Project. Tenant failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- rr. To not commit any fraud in connection with any Federal housing assistance program, and to not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- ss. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- tt. To comply with the terms and conditions of the Community Service Policy.
- uu. To complete a Home Visit with designated CCHA Staff within 180 days of the actual move-in date. Transferred tenants are exempt from this requirement.
- vv. To refrain from all tobacco use on all CCHA property.

**X. Defects Hazardous to Life, Health or Safety:** In the event that the Dwelling Unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:

**CCHA Responsibilities:**

- (a) CCHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant; however, if the damage was caused by Tenant, household members, or guests, the cost of the repairs shall be charged to Tenant.
- (b) CCHA shall offer Tenant a replacement Dwelling Unit, if available, when the necessary repairs cannot be made within a reasonable time. CCHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition.
- (c) Tenant shall accept any replacement unit offered by CCHA.
- (d) In the event CCHA, as described above cannot make repairs, 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 Tenant, household members, or guests caused the damage.
- (e) If CCHA determines that the Dwelling Unit is un-tenantable because of imminent danger to the life, health, and safety of Tenant and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

**Tenant Responsibilities:**

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes they are justified in abating rent.
- (b) Tenant agrees to continue to pay full rent unless the abated portion is agreed upon by CCHA during the time in which the defect remains uncorrected.

**XI. Move-in and Move-out Inspections:**

- (a) Move-in Inspection: CCHA and Tenant shall inspect the Dwelling Unit prior to occupancy. CCHA will give Tenant a written statement of the condition of the Dwelling Unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by CCHA and Tenant and a copy of the statement retained in Tenant file. CCHA will correct any deficiencies noted on the inspection report at no cost to Tenant.
- (b) Move-out Inspection: CCHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to CCHA.

**XII. Entry of Dwelling Unit During Tenancy:**

**Tenant Responsibilities:**

- (a) Tenant agrees that the duly authorized agent, employee, or contractor of CCHA will be permitted to enter the dwelling during reasonable hours; i.e., 8 A.M. to 4 P.M., for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
- (b) When Tenant calls to request maintenance on the unit, CCHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the Dwelling Unit when CCHA comes to perform maintenance, Tenant request for maintenance shall constitute permission to enter.

**CCHA's Responsibilities:**

- (a) CCHA shall give Tenant at least 48 hours written notice that CCHA intends to enter the unit. CCHA may enter only at reasonable times.
- (b) CCHA may enter Tenant's Dwelling Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (c) If Tenant and all adult members of the household are absent from the Dwelling Unit at the time of entry, CCHA 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:**

**Tenant Responsibility:** Any notice to CCHA must be in writing, delivered to CCHA Office, or sent by prepaid first-class mail, properly addressed.

**CCHA Responsibility:** Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the Dwelling Unit, or sent by first-class mail addressed to Tenant. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given. A disabled Tenant may request notices be translated into an accessible format.

**XIV. Termination of the Lease:** In terminating the Lease, the following procedures shall be followed by CCHA and Tenant:

**Tenant Responsibility:** Tenant must complete a Notice of Intent to Vacate Form fifteen (15) days prior to moving out. This form must be completed regardless of the reason for termination. If this requirement is not met, the Tenant or the Tenant Estate shall be liable for rent to the end of the Lease Term or to the date the Dwelling Unit is re-rented, whichever comes first.

**CCHA Responsibility:**

- (a) CCHA may terminate this Lease only for serious or repeated violations of material terms, such as failure to make payments due under the lease, or to fulfill Tenant

Obligations, or for other good cause. Such serious or repeated violation of terms shall include but not be limited to:

1. The failure to pay rent or other amounts when due;
  2. Repeated late payment, which shall be defined as failure to pay any amount when due. Three such late payments within a 12 month period shall constitute a repeated late payment;
  3. Failure to pay utility bills when Tenant is responsible for paying bills directly to the supplier of utilities. CCHA receives third-party notices of failure to pay utilities directly from the utility suppliers. Three third-party notices of pending utility shut-off within a 12 month period shall result in lease termination;
  4. Misrepresentation of family income, assets, or composition;
  5. Failure to supply, in a timely fashion, any certification, release, information, or documentation for household income or composition needed to process annual re-certifications or interim re-certifications.
  6. Serious or repeated damage to the Dwelling Unit, or creation of physical hazards in the Dwelling Unit, common areas, grounds, or parking areas of any project site;
  7. Criminal activity by Tenant, household member, guest, or other person under Tenant control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of CCHA public housing premises by other residents, or any drug-related criminal activity.
  8. Illegal weapons or illegal drugs seized in a CCHA unit by a law enforcement officer;
  9. Any fire on CCHA premises caused by carelessness;
  10. Tenant is continuously absent from property in excess of thirty (30) days.
  11. Violation of the terms or conditions stated in the Public Housing Lease Agreement, the Admissions & Continued Occupancy Policy, the CCHA Tenant Handbook, any CCHA Policy, or any Public Housing Lease Attachment.
- (b) CCHA shall give Tenant 15-days written advance notice of the proposed termination of the Lease.
- (c) The Notice of Termination:
1. Shall be in writing; and,
  2. Shall state specific reasons for the termination; and,
  3. Shall inform Tenant of their right to make reply, and,
  4. Shall inform Tenant of their right to examine CCHA documents directly relevant to the termination; and,
  5. Shall inform Tenant of their opportunity for a grievance hearing in accordance with CCHA Grievance Procedure; and,
  6. Shall specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant and Tenant may be required to pay the costs of court and attorney's fees.
- (d) Any Notice to Vacate (or Quit) that is required by State or local law may be combined with or run concurrently with the notice of lease termination under this section.
- (e) When CCHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under CCHA's Grievance Procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

- (f) When CCHA is not required to offer Tenant the opportunity for a hearing under the Grievance Procedure and CCHA has decided to exclude such grievance for CCHA grievance procedure, the notice of lease termination shall:
  - 1. State that Tenant is not entitled to a grievance hearing on the termination; and,
  - 2. Specify the judicial eviction procedure to be used by CCHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and,
  - 3. State whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.
- (g) CCHA may evict Tenant from the unit only by bringing a court action.
- (h) In deciding to evict for criminal activity, CCHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, CCHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. CCHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. When CCHA evicts a Tenant from a Dwelling Unit for criminal activity, CCHA shall notify the local post office serving that Dwelling Unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

**XV. Joint/Several Liability:** When this Lease is executed with multiple individuals as identified in Part II, those individuals shall accept joint/several liability for all charges.

**XVI. Waiver:** No delay or failure by CCHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

**XVII. Controlling Law:** Provisions of this Public Housing Lease Agreement are in compliance with the State of Pennsylvania, federal statute and/or regulations of the U.S. Department of Housing and Urban Development. U.S. Department of Housing and Urban Development shall be controlling.

**XVIII. Statement of Responsibility for Property Loss or Damage:** The Tenant expressly agrees to save CCHA from and against the loss or damage to any personal property, and against the claims and demands of the Tenant and all other persons on account of any injury, loss or damage to any person or persons, or to any property suffered or sustained or claimed to have suffered or sustained, on or about the premises under the exclusive control of the Tenant and not a result of or in any way caused by any negligent or unlawful act or omission of the CCHA or its agents or employees.

**XIX. Insurance Recommendation:** CCHA strongly recommends that Tenant buy Renters' Insurance to protect against loss or destruction of their personal property and against

lawsuits for negligent acts. CCHA is not responsible for damage to Tenant personal property and does not provide insurance coverage for Tenant personal property

- XX. Modifications of Public Housing Lease Agreement:** Modifications of this Public Housing Lease Agreement must be accompanied by a written rider to the Public Housing Lease Agreement executed by CCHA and Tenant, except for rent re-determinations, eligibility for low-rent housing, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated in the Public Housing Lease Agreement by reference. Matters incorporated in the Public Housing Lease Agreement by reference shall be publicly posted in a conspicuous manner and shall be furnished to Tenant upon request. If such schedules, rules and regulations are modified, CCHA shall give at least a thirty (30) day written notice to each affected Tenant setting forth the proposed modification, the reasons therefore, and provide the Tenant an opportunity to present written comments which shall be considered by CCHA prior to the effective date of the proposed modification.
- XXI. Partial Invalidity and Severability:** If any term, covenant or condition of this Public Housing Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Public Housing Lease Agreement or the application of such term, covenant or condition to persons or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and any term, covenant or condition of this Public Housing Lease Agreement shall be valid and enforced to the fullest extent permitted by law. In the event that a court of competent jurisdiction invalidates any portion of this Public Housing Lease Agreement, that portion shall be severed and the remainder shall continue in full force and effect.
- XXII. Cumulative Remedies:** All the remedies given to CCHA under this Public Housing Lease Agreement and remedies given to CCHA by law and equity shall be cumulative and concurrent. No termination of this Public Housing Lease Agreement or the taking or recovery of the Dwelling Unit shall deprive CCHA of any of its remedies or actions against the Tenant for rent due at the time or for sums due at the time or which, under the terms hereof, would in the future become due as if there had been no termination, nor shall the bringing of any action for rent or breach of this Public Housing Lease Agreement.
- XXIII. Liability for Court Costs & Legal Fees:** The Tenant shall pay Court Costs and Legal Fees (including Attorney's Fees) incurred in enforcing this Lease or in recovering possession of said Dwelling Unit unless the Tenant prevails in such legal action.
- XXIV. Housekeeping Standards:** In an effort to maintain the livability and conditions of the Dwelling Unit, CCHA establishes these uniform Housekeeping Standards.  
**CCHA Responsibility:** The Housekeeping Standards will be applied fairly and uniformly to all Tenants. CCHA will inspect each Dwelling Unit with regular frequency to determine compliance with the standards. Upon completion of an inspection, CCHA will notify Tenant in writing if they fail to comply with the Housekeeping Standards. CCHA will advise Tenant of the specific correction(s) required to establish compliance. Within a reasonable period of time, CCHA will schedule a second inspection. Failure of a

second inspection will constitute a violation of the lease terms. Upon request by Tenant, CCHA will provide training at no cost on complying with the Housekeeping Standards.

**Tenant responsibility:** Tenant is required to abide by the Housekeeping Standards set forth below. Failure to abide by the Housekeeping Standards resulting in the creation of a threat to health or safety is a violation of the lease terms and can result in eviction.

## Housekeeping Standards

### **Inside the Apartment**

#### **General:**

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

#### **Kitchen:**

1. Stove: Should be clean and free of food and grease.
2. Refrigerator: Should be clean. Freezer door should close properly and freezer may have no frost or ice buildup.
3. Cabinets: Should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
4. Exhaust Fan: Should be free of grease and dust.
5. Sink: Should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas: Should be neat and clean without spilled food.
7. Trash/garbage: Should be stored in a covered container until removed to the disposal area.

#### **Bathroom:**

1. Toilet and Tank: Should be clean and odor free.
2. Tub and Shower: Should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and of adequate length.
3. Lavatory: Should be clean
4. Exhaust fans: Should be free of dust.
5. Floor: Should be clean and dry.

#### **Storage Areas:**

1. Linen Closet: Should be neat and clean.
2. Other Closets: Should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
3. Other Storage Areas: Should be clean, neat and free of hazards.

## Outside the Apartment

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

1. **Yards:** Clean, free of debris, litter, trash, leaves, tires or abandoned vehicles. Grass must be cut and trimmed. Only outside furniture may be kept in yards. Yards must be free of any hazards or defects.
2. **Walls:** Clean, free of dirt and graffiti. Must be free of any defects or hazards.
3. **Doors & Storm Doors:** Clean, free of dirt and graffiti. Glass and screens must be intact. Handles and closers must be in proper operating condition.
4. **Porches:** Clean and free of any hazards or defects. Stored items should be covered and may not impede, block or restrict access.
5. **Sidewalks & Steps:** Clean and free of any hazards or defects. Access may not be blocked or restricted.
6. **Parking Areas & Lots:** Clean and free of any hazards or defects. Fluid spills must be cleaned up. Unregistered, unlicensed, un-inspected or abandoned vehicles must be promptly removed from CCHA property. Failure to remove these vehicles will result in the vehicle being towed at the Tenant's expense. Vehicle repairs are not permitted on CCHA property.
7. **Storage Sheds:** Clean and free of any hazards or defects. May not store trash or other hazardous debris. May not store motorized vehicles.
8. **Stairs, Hallways & Common Areas:** Clean and free of any hazards or defects. Access may not be blocked or restricted.
9. **Utility Rooms:** Clean, free of debris, litter, trash. May not contain flammable or other hazardous materials or vehicle parts.
10. **Laundry Areas:** Clean, free of debris, litter, trash. May not contain flammable or other hazardous materials. Remove lint from dryers after use.

**CLINTON COUNTY HOUSING AUTHORITY  
PUBLIC HOUSING LEASE AGREEMENT – PART II  
TERMS AND CONDITIONS**

**THIS LEASE AGREEMENT** is executed between the Clinton County Housing Authority (herein called "CCHA"), and

\_\_\_\_\_

(herein called the "Tenant"), and becomes effective as of this date:

\_\_\_\_\_

**I. Dwelling Unit:** CCHA, relying upon the representations of Tenant as to income, household composition and housing needs, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Public Housing Lease Agreement) the Dwelling Unit located at:

Street Address \_\_\_\_\_ Apartment # \_\_\_\_\_  
\_\_\_\_\_

Project #: \_\_\_\_\_ Unit #: \_\_\_\_\_ Account #: \_\_\_\_\_ Bedrooms: \_\_\_\_\_

(hereinafter called the "Premises") to be occupied exclusively as a private residence by Tenant and household.

**II. Household Composition:** Only persons listed may occupy the Premises. All persons listed agree to the terms and conditions of the Public Housing Lease Agreement.

#	Name	Relationship	DOB	SSN
1.		Head		
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

**III. Lease Term:** The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Public Housing Lease Agreement.



IV. **Rent:** Initial Rent (prorated for a partial month) shall be \$ \_\_\_\_\_. Thereafter, Rent in the amount of \$ \_\_\_\_\_ per month shall be payable in advance on the first day of each month.

As indicated by an (X) below, Tenant selects:

- Rent based on the flat rent.  
 Rent based on the household income.

V. **Security Deposit:** Tenant agrees to pay **\$99.00** as a Security Deposit. See Part I of this Public Housing Lease Agreement for information on the Security Deposit.

VI. **Utilities:** If indicated by an (X) below, CCHA provides the indicated Utility:

- Electricity                       Natural Gas                       Water  
 Sewage                               Trash Removal

VII. **Utility Allowance:** For Tenants residing in Mills Park (Project PA040-7), CCHA provides a Utility Allowance of \$ \_\_\_\_\_ per month for Electricity and Natural Gas utilities.

VIII. **Appliances:** CCHA provides a Cooking Range and Refrigerator for each Dwelling Unit. All other appliances must be approved by CCHA and are subject to additional monthly charges as outlined in the attachment Fees, Flat Rent & UA.

IX. **Tenant Appliances:** Tenant will have the following tenant-owned appliances:

- No Additional Appliances                       Refrigerator  
 Automatic Washer                               Freezer  
 Air Conditioner                               Other: \_\_\_\_\_

X. **Pets:** Tenant must comply with the terms and conditions of the Pet Policy prior to allowing a pet in the Premises. Monthly charges are outlined in the attachment Fees, Flat Rent & UA. Only one pet is permitted. Tenant will have the following pet:

- No Pets     Dog – 1 Maximum  
 Aquarium – 20 Gallon Maximum                       Cat – 1 Maximum  
 Bird(s) – 1 Cage with 2 Birds Maximum

XI. **Pet Deposit:** Tenants with a Dog or a Cat agree to pay **\$250.00** as a Pet Deposit. See Part I of this Public Housing Lease Agreement and the Pet Policy for information on the Pet Deposit.

- XII. Lead Safety:** CCHA has provided Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum as attachments to this Public Housing Lease Agreement.
- XIII. Attachments:** Tenant acknowledges that CCHA has provided Tenant with the documents listed on the form Attachments to the Public Housing Lease Agreement. The Tenant understands that, by reference here, these Attachments become part of the Public Housing Lease Agreement.
- XIV. Lease Execution:** By signature below, I/we agree to the terms and conditions of Parts I and II of this Public Housing Lease Agreement, all attachments to this Lease, and all additional documents made a part of the lease by reference. By signature below, I/we acknowledge that the provisions of Parts I and II of this Lease, attachments to this Lease, and all additional documents made a part of the Lease by reference have been received and thoroughly explained.

<b>TENANT:</b> _____	<b>DATE:</b> _____
<b>SPOUSE:</b> _____	<b>DATE:</b> _____
<b>MANAGER:</b> _____ For CCHA	<b>DATE:</b> _____

- XV. Certification:** By signature below, I hereby certify that I have not committed any fraud in connection with any federal housing assistance program. I further certify that all information or documentation submitted by myself or other Household members to CCHA in connection with any federal housing assistance program (before and during the lease term) are true and correct to the best of my knowledge and belief.

<b>TENANT:</b> _____	<b>DATE:</b> _____
<b>SPOUSE:</b> _____	<b>DATE:</b> _____
<b>OCCUPANT:</b> _____	<b>DATE:</b> _____
<b>OCCUPANT:</b> _____	<b>DATE:</b> _____
<b>OCCUPANT:</b> _____	<b>DATE:</b> _____
<b>OCCUPANT:</b> _____	<b>DATE:</b> _____