
NEW BEDFORD HOUSING AUTHORITY

OPERATIONS MANUAL

DATE: November 1, 2015

Release No. 40

TO: All Residents

SUBJECT: NBHA Dwelling Lease

On October 1, 2015 the New Bedford Housing Authority Board of Commissioners has adopted the following Dwelling Lease to be used in both federal (HUD) and state (DHCD) public housing properties.

Please discontinue use of any previous leases.

Steven A. Beauregard
Executive Director

NEW BEDFORD HOUSING AUTHORITY

**P.O. Box 2081
New Bedford, MA 02741
(508) 997-4800**

Development No. _____ **Customer No.** _____

Dwelling Unit No. _____ **Federal-HUD** _____ **State-DHCD** _____

Section I. DESCRIPTION OF THE PARTIES AND THE LEASED PREMISES

The New Bedford Housing Authority (referred to herein as NBHA) leases to _____ (Resident) _____ (the leased premises) with _____ Bedrooms beginning _____, until termination as provided herein

The following persons, together with Resident, are the members of Resident's household (household members) authorized to occupy the leased premises with Resident:

No other person may occupy the leased premises overnight for more than a total of twenty-one (21) nights in any twelve (12) month period without NBHA's written consent, as provided in Section VI of this lease. The words "overnight" and "nights," as used in this lease, include daylight hours if the person regularly sleeps during the day rather than at night.

Section II. RENT

(A) Amount and Payment of Rent

Resident shall pay the monthly rent of _____ in advance on or before the first (1st) day of each month beginning _____. Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro rata basis. The monthly rent will remain in effect until a new monthly rent is determined and put into effect by NBHA in accordance with Section V of this lease. During the term of this lease NBHA shall accept as rent all payments which Resident designates as rent. The acceptance of such rental payments by NBHA shall not constitute a waiver of payment for any other amounts due or of any other past, present, or future obligation under this lease. Following termination of this lease, if Resident fails to vacate forthwith, Resident shall pay monthly in advance the fair value of use and occupancy but no less than the amount equivalent to the rent in effect at the time of termination. Payments for such use and occupancy shall be made in advance and shall continue until resident and household members vacate or are otherwise dispossessed.

(B) Security Deposit

At the occupancy date, resident shall deposit _____, an amount equal to one months rent with Management as a Security Deposit. Any Security Deposit held by management for a period of one (1) year or longer from the commencement of the term of residency shall, beginning with the first day of residency, pay interest at the rate provided for by law per year, payable to the resident at the end of each year of the residency provided, however, that in the event that the residency is terminated before the anniversary date of the residency, the resident shall receive all accrued interest within thirty days of such termination. At the termination of the occupancy of the Resident, such deposit shall be applied against any damage resulting from occupancy of the Resident, ordinary wear and tear excepted, and/or any delinquent rent; it being understood that such amount and interest shall be refunded to the resident upon surrender of the premises provided Resident has fulfilled all of his obligations under the lease and paid all amounts due to the Management.

(C) Nonpayment of Rent - Delinquency and Lease Termination Notice

In the event that Resident shall fail to pay all or any part of the rent within five (5) days of its due date, the NBHA may declare the unpaid rent delinquent and issue a Notice of Termination of Lease which may include a Notice to Quit. Prior to issuing such a notice, except where Resident has been habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six (6) months, the NBHA shall provide the Resident with an opportunity to discuss the reason for the late payment. For those Residents who have been habitually delinquent, three (3) times within a twelve (12) month period, the NBHA will seek termination for non-payment of rent.

(D) Nonpayment of Rent - Interest; Repayment Agreement; Possible Eviction and Costs

In the event that Resident fails to pay all or any part of the rent within thirty (30) days of its due date, NBHA may impose a fee in the amount of \$25 for failure to pay rent when due. Rent payments shall be applied to rental obligations with the oldest obligation being paid first. If Resident shows good cause for late payment to NBHA, the NBHA may enter a repayment agreement. The NBHA in no way excuses Resident’s breach of obligation to pay rent when due, and the NBHA retains the right to terminate the lease, to evict the Resident and Resident’s household, and to collect arrearages, constable fees and costs due to the Residents failure to pay rent when rent is due.

(E) Overhoused Households

In the event that the size of the resident’s household does not warrant the number of bedrooms in the leased premises, and, as a consequence, the Resident Household is determined to be overhoused, unless an exception is provided by law, upon availability of a smaller unit of appropriate unit size, NBHA shall offer to lease such smaller unit to Resident who shall have thirty (30) days within which to sign a new Lease and to move to the unit of appropriate unit size. Following expiration of thirty (30) days, if Resident shall have failed or refused to transfer to a unit of appropriate unit size offered by NBHA, resident’s monthly rent shall be 150% of the rent which would have otherwise been charged to Resident. By charging such increased rent, NBHA shall not have condoned resident’s breach of Resident’s obligation to pay rent when due, and NBHA shall not thereby waive any rights to issue a notice of termination of the Lease, to bring eviction proceedings against Resident and to collect arrearages, constable fees and costs on account of the resident’s failure to pay rent when due.

Section III. TERM OF LEASE

For residents in state-subsidized housing, the term of this Lease begins on the date first written above and continues until terminated pursuant to Section XI of this Lease.

For residents in federally-subsidized housing, the term of this Lease begins on the date first written above and continues for one year. Annually the lease will automatically be renewed for an additional one-year term, subject to Resident's compliance, and the compliance by members of Resident's household, with the provisions of NBHA's Community Service Policy and 42 U.S.C. 1437j(c). In the event of failure by Resident or any non-exempt adult member of Resident's household to cure non-compliance of this requirement within the period and in the manner specified by NBHA's Community Service Policy and 42 U.S.C. 1437j(c), NBHA will not renew this Lease, and will proceed to evict the household pursuant to Paragraph XI (E) below. All provisions of this Lease related to NBHA's Community Service Policy which are not in effect at the time this Lease is executed, will go into effect and become binding upon the Parties once said Community Service Policy is adopted, and after thirty-days notice by NBHA to Resident that such Policy has been adopted and its provisions are in effect.

Section IV. ELECTRICITY, HEATING FUEL AND GAS

Resident shall pay the cost of the following if checked by NBHA and initialed by Resident:

Electricity *initials:* Heating Fuel *initials:* Gas *initials:*

NBHA shall pay the cost of the items not so checked and initialed.

Additional tenant supplied appliances (i.e. air conditioners, clothes dryers and the like) will be subject to an annual \$96.00 utility charge, to be paid monthly in \$8.00 installments.

All residents are required to follow the NBHA air conditioning and appliance policies.

Section V. ANNUAL AND INTERIM REDETERMINATIONS OF RENT

(A) Annual Redetermination; Resident's Obligation to Submit Verified Information

NBHA shall redetermine Resident's monthly rent, once annually in accordance with applicable regulations or authorization of the Department of Housing and Urban Development (HUD) or Department of Housing and Community Development (DHCD) as applicable. Each notice of a redetermined rent shall be in writing and contain the following information:

1. The rental amount and the date when it will be effective:
2. The calculation of Resident's monthly gross household income and monthly net household income used by NBHA in determining Resident's rent:
3. Resident's right to, and the method of, obtaining a hearing under the grievance procedure in the event of a factual error.

For purposes of Redetermination of rent (and for determining continued eligibility and appropriateness of unit size), Resident shall submit, within thirty (30) days after a request from NBHA, signed, complete, and accurate statements and/or other information setting forth pertinent facts as to eligibility, income, exclusions, deductions, employment, and household composition of Resident and Resident's household. Resident shall also provide authorization for NBHA to obtain verification of such information from reliable sources with knowledge of the facts in order to insure its accuracy.

(B) Interim Redetermination on Account of Increased Income

An increase of ten percent (10%) or more in Resident's monthly gross household income (the gross amount of income received by Resident and household members during a month computed as provided by HUD and DHCD regulations) shall require a rent redetermination by NBHA, and Resident shall report any such increase (including any changes in income, exclusions and deductions) to NBHA within ten (10) days.

Rent increases on account of such an increase will be effective no less than thirty (30) days after NBHA sends Resident a notice of redetermined or adjusted rent; such notice may be sent before NBHA verifies the increase. If Resident fails to report an increase of ten percent (10%) or more in monthly gross household income (or to provide sufficient information upon which to calculate the rent) within the ten (10) days, any increase in redetermined or adjusted rent shall be effective retroactively so as to begin on the first day of the month following the month in which the increase occurred.

(C) Receipt of Delayed Payments of Income

If Resident or another household member receives delayed payments of income (such as receipt of retroactive wage increases or receipt of worker's compensation, unemployment, SSI, or SSDI benefits for the time period while the claim for benefits was being determined), if such income has not been previously reported, Resident shall report receipt of the income to NBHA within ten (10) days after receipt. Any additional rental amount shall be computed by the percentage set out in HUD and DHCD regulations and charged on account of so much of the income which, if not delayed, would have been paid at a prior time during Resident's tenancy at NBHA per the applicable regulations. Resident shall pay the additional rental amount due on account of such income (without interest) upon receipt of a bill from NBHA.

(D) Consequences of Nondisclosure or Misrepresentation of Income

If Resident misrepresents, fails to disclose, or fails to disclose in a timely manner pertinent information affecting the Resident's net household income, Resident shall pay to NBHA any rent which should have been paid but for Resident's misrepresentation or nondisclosure, and any applicable interest for the period of nonpayment. Such misrepresentation or nondisclosure shall also constitute cause for termination of this lease and eviction if the consequent underpayment of rent was 10% or more of the monthly rent, which should have been paid.

(E) Interim Redetermination on Account of Decreased Income

If Resident's monthly gross household income decreases, rent shall be redetermined if the Resident requests a redetermination and authorizes verification of the decrease. Any rent decrease shall be effective on the first rent payment day after NBHA receives reliable verification of the decrease or at such earlier time as the NBHA shall find to be warranted in the event that verification is delayed.

Section VI. OCCUPANCY AND USE OF LEASED PREMISES

(A) Resident and Household Members

Resident shall not assign this lease and shall not sublet or transfer possession of the leased premises. Resident shall not take in boarders or lodgers and shall not use or permit use of the leased premises for any purpose other than as a private dwelling solely for Resident and the other members of Resident's household who are listed in Section I of this lease or who are listed on a subsequent written lease addendum. Resident and each other

household member must physically occupy the leased premises as his or her principal place of residence for at least nine (9) months during any twelve (12) month period unless good cause is shown for a longer absence, such as involuntary absence attributable to illness or absence of a household member who is a full-time student. If Resident or a household member without such cause shall fail to occupy the leased premises for the minimum of nine (9) months during any twelve (12) month period, Resident shall delete such person from the lease within thirty (30) days of the failure.

(B) Guests

Resident and other household members may have guests provided that Resident shall be responsible for the conduct of any guest while in the leased premises or on NBHA property and shall take reasonable steps to supervise the conduct of any guest, including a guest of a household member. No guest may stay overnight (as defined in Section I) for more than a total of twenty-one (21) nights in any twelve (12) month periods without NBHA's written approval of a temporary extension of the guest's stay. Resident shall not accept any compensation from an overnight guest for his or her stay in the leased premises. If notwithstanding adequate supervision, a guest behaves in a manner which violates any of Resident's Obligations set out in Section IX, among its remedies NBHA may require that Resident take steps to insure that the individual involved shall not be a guest of Resident or of any household member again in the future. In addition, if a guest damages or destroys NBHA property, among its remedies NBHA may require that the Resident shall pay the cost of repair or replacement.

Resident shall notify NBHA of the length of the stay of an overnight guest within a reasonable time following an overnight stay; such notice shall be confidential and, provided that the guest has not been barred from the premises and has not committed lease violations during his or her stay, the notice shall only be used by NBHA for enforcement of the foregoing provision as to the permissible stay of a guest in the leased premises.

Each household member shall take reasonable steps to supervise the conduct of his or her guests. Failure of a household member to take such steps shall constitute good cause for NBHA to request deletion of the household member from the lease in the manner provided in Section XII if his or her guest violates the provisions of the lease and the violation constitutes cause for termination of the lease but NBHA in its discretion does not seek such termination. Notwithstanding, NBHA reserves all rights to proceed with eviction as a result of the lease violation.

If an individual, whom Resident or a household member knows or should have known to have a history of serious crimes or of antisocial conduct, is a guest of Resident or the household member, this circumstance shall be deemed a lack of adequate supervision if the guest violates the provisions of the lease.

For purposes of this lease an employee of Resident or of a household member, other than a personal care attendant shall be deemed to be a guest.

(C) Personal Care Attendant

In the event Resident or a household member has a disability and as a consequence of that disability requires the services of a full-time, live-in personal care attendant, any such personal care attendant, who is not paid for the fair value of his or her services to the disabled person, must be approved as an additional household member pursuant to Section XIII of this lease prior to his or her residing in the leased premises. Any such full-time, live-in personal care attendant, who is to be paid for the fair value of his or her services to the disabled person, shall be screened in the same manner as an applicant for public housing and, if he or she is found to be qualified, he or she may reside in the premises without being added as a household member but at NBHA's request shall verify that he or she is working full-time as a personal care attendant for the disabled person and is receiving wages for the fair value of these services.

(D) Remaining Members of a Household

In the event that Resident ceases to occupy the leased premises, one or more remaining members of Resident's household may be given permission for continued occupancy, provided that: (1) Resident is not relocating to public or assisted housing elsewhere and is current in his or her financial obligations to NBHA and is not subject to eviction proceedings; (2) the remaining members of the household are eligible and qualified for public housing and (excepting a newborn of a household member) have resided in the leased premises for at least one year, and; (3) at least one adult member (or emancipated minor member) of the household applies for and signs a new lease with NBHA. In the event of divorce or separation between household members, one of whom is the Resident, or entry of a protective order for one household member against another, a Massachusetts court with jurisdiction may determine who shall be eligible for continued occupancy, and if those persons do not include the Resident named in this lease, the Resident shall vacate. In the event that any such remaining members of Resident's household are approved for continued occupancy, if the size of the leased premises is no longer appropriate for the household, such remaining members shall transfer to a smaller unit if and when offered by NBHA.

(E) Other Legal Use of the Leased Premises

With the NBHA's prior written approval, Resident and household members may engage in legal profit-making activities which are incidental to the primary use of the unit as a private dwelling if suitable general liability insurance coverage is provided insofar as NBHA shall deem it necessary, and if the activities will: (i) not be likely to cause any disturbance or inconvenience to neighbors; (ii) comply with any applicable zoning and any applicable federal, state or local licensing requirements; (iii) not significantly increase utility or water consumption (unless Resident separately pays for utilities); and (iv) not result in any other additional expense to NBHA. At any time NBHA may withdraw permission if any of these conditions are violated.

(F) Appropriate Unit Size: Maximum Persons

The leased premises are to be considered of appropriate unit size so long as Resident, other household members, and any full-time, live-in personal care attendant, who are the opposite sex, age eight (8) or over, excepting husband and wife (or those living as husband and wife), do not have to share a bedroom, and so long as no more than two (2) persons share any bedroom. Husband and wife (or those in a similar living arrangement) must share a bedroom, as must same sex household members. Persons of the opposite sex, age eight (8) or over, may share a bedroom at the Resident's irrevocable election, and if such an election is made the leased premises will be deemed to be of appropriate unit size even if a bedroom is so shared.

Exceptions may be made under applicable regulations or authorizations of HUD and DHCD. In no event shall Resident permit more occupants than the number of occupants permissible under the provisions of the State Sanitary Code to occupy the leased premises. In no event shall Resident request authorization of a household with members in excess of such number of permissible occupants.

Section VII. TRANSFERS

(A) Decreases in Household Size

In the event that the size of Resident's household decreases by one or more members and as a consequence the leased premises are no longer of appropriate unit size, unless an exception is provided by law, upon availability of a smaller unit of appropriate unit size, NBHA shall offer to lease such unit to Resident who shall have thirty (30) days within which to sign a new lease and to move to the unit of appropriate unit size. Following expiration of thirty (30) days, Resident shall vacate the leased premises.

(B) Increases in Household Size

In the event that one or more household members are added to this lease as provided in Section XIII and as a consequence the appropriate unit size for the household increases, NBHA shall approve an application to transfer the household to a larger unit of appropriate unit size upon availability provided that: (1) there are and have been no serious violations of the lease within the preceding two (2) years; (2) Resident is current in rent, charges and fees owed to NBHA; and (3) Resident is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding.

(C) Transfers for Modernization Work

In the event modernization work is to be undertaken involving the leased premises, NBHA shall give written notice about the work and offer to transfer Resident's household to another unit of appropriate unit size upon availability. Upon notice of availability of such a unit, Resident shall have thirty (30) days within which sign a lease for and to move to the other unit. Following expiration of thirty (30) days from the notice of availability, Resident shall vacate the leased premises.

(D) Other Reasons for Transfer

NBHA may approve an application for transfer pursuant to applicable state and/or federal regulations or authorization of HUD or DHCD.

(E) Reasonable Accommodation and Handicap/Disability Accessibility

The New Bedford Housing Authority has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications. In order to comply with HUD's Section 504 regulations at 24 CFR 8.27 preferences for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units. Before offering a vacant accessible unit to a non-disabled applicant, the NBHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the NBHA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

The PHA will require a non-disabled resident to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled resident.

The non disabled resident will be responsible for all moving expenses he/she may incur in his/her relocation to the non-accessible unit.

(F) Transfer Process

In all instances of transferring from one (1) unit to another, Residents will be required to sign a transfer agreement. The agreement will indicate Resident acknowledgement of receiving a set of keys to a new unit with the understanding and acceptance that Residents have seven (7) days in which to complete this transfer and vacate the original unit. "Vacate" indicates they have fully moved into the new unit, completely removed all belongings from the original unit and the keys to the original unit have been turned in to the appropriate property manager. The original unit will be left its original condition, normal wear and tear excepted and in broom sweep condition otherwise maintenance charges for cleanup will result. Failure to complete the transfer within the seven (7) days will result in a charge of \$20.00 per day for occupying two units. In addition to this charge, after the seven (7) day transfer period, Resident will also be responsible for the rent on the original unit as well as a rental charge on the second unit as calculated by applicable regulations for each day the original set of keys remain outstanding.

Section VIII. HAZARDOUS CONDITIONS

(A) Report and Repair of Hazardous Conditions

If, as a consequence of damage to the leased premises or the building of which it is part, conditions are created which are imminently hazardous to the life, health, or safety of the Resident's household, Resident shall immediately report the conditions to NBHA. NBHA shall make its best efforts to repair the damage within a reasonable time and shall prioritize such repairs in its repair schedule. If the damage was caused by Resident, other household member or guest the cost of repairs shall be charged to and paid by Resident.

(B) Temporary Alternative Accommodations During Prolonged Repairs

If such imminently hazardous conditions exist, NBHA shall offer alternative temporary accommodations in an appropriately sized vacant unit, if available, in the event that repairs necessary to correct the hazardous conditions cannot be made within a reasonable time, provided that the damage was not caused by Resident, other household member or guest. Resident shall have the same obligations, including the same rental obligation, for these temporary accommodations as for the leased premises but shall move back to the leased premises forthwith upon notice that necessary repairs have been made.

(C) Abatement of Rent During Prolonged Repairs

If such imminently hazardous conditions exist, NBHA shall abate Resident's rent for the leased premises by a percentage commensurate with the percentage loss in its value as a dwelling provided that: (1) repairs necessary to correct the hazardous conditions cannot be made within a reasonable time; (2) Resident has not been notified that alternative temporary accommodations are available; and, (3) the damage was not caused by Resident, other household member or guest.

Section IX. NBHA OBLIGATIONS

NBHA has the following obligations:

(A) Initial Condition of Leased Premises

To deliver the leased premises in decent, safe and sanitary condition at initial occupancy in conformity with the requirements of Chapter II of the State Sanitary Code.

(B) Heat

To provide and maintain in good condition a heating system and to supply legally requisite heat during the period from September 15 through June 15 of each year, unless the Resident is required to supply heating fuel and fails to provide adequate fuel or is otherwise responsible for the lack or inadequacy of heat.

(C) Hot Water

To provide and maintain in good condition a hot water heater and to supply legally requisite hot water in sufficient quantity and pressure for ordinary use unless the Resident is required to supply the fuel and fails to provide adequate fuel or is otherwise responsible for the lack or inadequacy of hot water.

(D) Extermination

To provide extermination services as necessary. Resident may be charged for special extermination services required as a consequence of Resident's failure to keep the leased premises in a clean and sanitary condition or failure to properly prepare the leased premises for scheduled extermination services.

(E) Maintenance of Structural Elements

To maintain the structural elements of the building containing the leased premises.

(F) Maintenance of Common Areas

To maintain the common areas of the building open to the household.

(G) Appliances

To provide a stove and refrigerator in safe condition and working order at initial occupancy, and the following additional appliances:

(Specify any additional appliances to be provided by NBHA)

(H) Locks

To provide new door locks or rekeyed door lock cylinders at the beginning of the tenancy, and thereafter to rekey door lock cylinders within a reasonable time of Resident's request and at Resident's expense. To rekey locks promptly upon request of a household member who has obtained a restraining order, which is in force against another household member on account of domestic violence and to waive charges for the cost where circumstances warrant.

(I) Notice of Resident's Right to Grieve

To notify Resident in writing of the specific grounds for any proposed adverse action against Resident by NBHA and to notify Resident of Resident's right to request a grievance hearing and the process to be used in circumstances where the Resident has a right to such a hearing if requested.

(J) Emergency Repairs

To use best efforts to make emergency repairs or otherwise correct conditions which are imminently hazardous to the life, health or safety of Resident or other household members within a reasonable time after receiving notice and to take other measures specified in Section VII regarding hazardous conditions.

(K) Non-emergency Repairs

To use best efforts to complete all reasonably required non-emergency repairs of the leased premises within a reasonable time after receiving notice.

(L) Confidentiality of Records

To preserve the confidentiality of records of Resident and other household members in accordance with and to the extent provided by 760 CMR 8.00, and as referenced on HUD form 9886 and other applicable law.

(M) Respect of Resident's Right to Join a Resident Organization

To respect Resident's right to organize and/or join a Resident association and/or a Resident organization.

(N) Copies of Rules

Notify Resident of changes in pertinent rules, policies and regulations affecting the Resident's tenancy and provide, after a request by Resident, copies of any such rules, policies and regulations, provided that there may be a charge for such copies if the Resident has previously been provided with the material.

(O) Prompt Redetermination of Rent

To redetermine rents promptly at the time of annual redetermination and at the time of any interim redetermination as provided in Section IV and to take appropriate steps to obtain verification of increases or decreases in income promptly.

(P) Prompt Processing of Applications for Transfer

To process applications for transfer promptly.

(Q) Prompt Processing of Applications to Add a Household Member

To process applications which seek to add a household member promptly and to determine the qualification of each such proposed household member promptly.

(R) Eviction Proceedings against Others

To commence eviction proceedings against another Resident if NBHA determines that such proceedings are warranted under the circumstances and likely to succeed against other such Resident on account of behavior by such Resident, other household member or guest which has jeopardized the health or safety of Resident or other household member named in this lease.

(S) Assistance to Victims of Domestic Violence

To provide assistance which the NBHA may determine to be reasonable and appropriate to a household member who is a victim of domestic violence and to follow NBHA policy established by the Violence Against Women Act (VAWA) of 2005.

Section X. RESIDENT'S OBLIGATIONS

Resident has the following obligations, which are material conditions of Resident's tenancy:

(A) Payment of Rent

To pay rent as provided in Sections II and V.

(B) Payment for Utilities

To pay the cost of any utilities specified in Section IV and to provide sufficient fuel for heat and hot water if provision of fuel is Resident's responsibility pursuant to Section IV.

(C) Transfer

To transfer to a unit of appropriate unit size because of decreases in household size as provided in Section VII (A) and (E) or because of modernization work as provided in Section VII (C).

(D) Proper Conduct on Housing Authority Property

To conduct himself/herself, (and to cause each other household member and any guest of Resident or of another household member to conduct themselves) in a peaceful manner and in a manner which will not injure, endanger, harass or disturb other residents, NBHA employees, or other persons lawfully on the NBHA's property. To refrain from engaging in, or permitting other household member or guest, to engage in any activity which materially impairs the physical or social environment of NBHA property.

(E) No Threats, Harassment or Nuisance

To refrain from (and to cause each household member and guest to refrain from) unlawful threats or harassment directed against NBHA's officers or employees, other residents and others lawfully on the leased premises or on NBHA property. To create or maintain no nuisance (and to cause each household member and guest to create or maintain no nuisance) in the leased premises or on NBHA property.

(F) No Crimes On or Near the Leased Premises

To refrain from (and to cause each household member to refrain from) any and all criminal conduct or activity in the leased premises, on NBHA property or in its vicinity, (1) which interferes with or threatens to interfere with the rights of other persons to live quietly, securely and peaceably, (2) which adversely affects or threatens to adversely affect the health, safety, or quality of life of other persons, including NBHA officers and employees, residents and others lawfully on the property or in its vicinity, or (3) which adversely affects or threatens to adversely affect the security of property owned by others, including the NBHA, its officers and employees, residents and others lawfully on the property or in its vicinity. Such criminal conduct shall also include but not be limited to the criminal conduct specified in Sections XI (E) (2) and (3) of this lease.

(G) No Serious Crimes Outside Housing Authority Property

In addition to the foregoing obligation to refrain from criminal activity in the leased premises and on NBHA property and its vicinity, to refrain from and to cause each household member to refrain from commission of any serious criminal act which involves: (1) violence against any other person, even if not on NBHA property or in its vicinity, (such a crime includes but is not limited to murder, attempted murder, assault and battery with a dangerous weapon, robbery, rape, and indecent assault); (2) sexual misconduct with a child; or (3) the sale or distribution of a controlled substance.

(H) No Disturbances or Loud Noise

To refrain from (and to cause each household member and guest to refrain from) making or creating loud noise or noises, which unreasonably disturb or are likely to unreasonably disturb neighbors, including the NBHA's employees. As part of this obligation, Resident shall refrain (and shall cause each household member and guest to refrain) from playing televisions, radios, CD players, tape players, musical instruments, and the like at a high volume which unreasonably disturbs or is likely to unreasonably disturb neighbors. Resident shall refrain from and shall cause household members and guests to refrain from holding parties or group gatherings in the leased premises which unreasonably disturb or are likely to unreasonably disturb neighbors. Resident shall refrain from and shall cause household members and guests to refrain from making loud noise in common areas, roadways, parking areas or elsewhere on or in the vicinity of NBHA's property which unreasonably disturbs or is likely to unreasonably disturb neighbors, including but not limited to: (1) unnecessarily noisy operation of any motor vehicle including the operation of any motor vehicle without a working muffler, (2) unreasonably loud indoor or out-of-door parties or gatherings, (3) unreasonably loud or raucous individual behavior, and (4) other activities or behavior

which create disturbance or unreasonably loud noise. Resident shall immediately take effective measures to bring his or her own behavior and the behavior of household members and guests into compliance with this subsection upon request of an officer or employee of NBHA or any other person.

(I) Maintaining Clean and Sanitary Condition of Leased premises

To keep (and to cause each household member and guest to keep) the leased premises in a clean and sanitary condition and to promptly remedy any lack of cleanliness or lack of sanitary condition. Resident shall not create any condition, which is likely to attract rodents or insects, to cause offensive odors, or to endanger the health of any person. Resident and household members shall comply with all applicable obligations imposed upon them by the State Sanitary Code. Resident shall be responsible for the removal of snow, ice, sleet and hail from the exterior front and rear porches, steps and walks which lead to the Resident's individual unit. Residents who are unable to perform such tasks because of age or disability should contact the property office.

(J) Disposal of Garbage and Trash

To dispose (and to cause each household member and guest to dispose) of all garbage, trash and refuse properly in accordance with rules established by NBHA and in compliance with state and local law. Prior to disposal Resident shall keep garbage, trash and refuse in secured containers in a manner which will not attract rodents or insects or cause offensive odors.

At developments that have city trash pick up, all trash must be placed inside plastic bags and stored in covered plastic barrels neatly in the rear of the unit. All barrels must be brought to trash collection areas between 5:00pm the night before and 7:00am the morning of scheduled pick up days.

At developments that have dumpsters on site, residents are responsible for bringing their trash to the dumpster and disposing it inside the dumpster. Trash is not to be stored outside of the unit. Residents will be fined \$100.00 per violation for not adhering to NBHA trash collection policy.

(K) Maintaining Safe Condition of Leased Premises

To keep (and cause each household member and guest to keep) the leased premises in safe condition. There shall be no storage of flammable liquids or hazardous substances in the leased premises or elsewhere on NBHA's property, unless such liquids or substances are normal household items and are properly stored. No hazardous waste of any sort shall be stored in the leased premises, and the Resident shall properly dispose of all hazardous waste, including used motor oil.

(L) Use and Care of Plumbing and Other Utility Services

To use (and to cause each household member and guest to use) the plumbing fixtures and plumbing and all other utility services properly and solely for their intended uses; not to dispose (and to cause each household member and guest not to dispose) of any oil, hazardous wastes, garbage (excepting garbage processed through a garbage disposal), or trash through the drains or the toilet. Resident, household members and guests shall not tamper with or attempt repairs to the wiring, gas lines or plumbing and shall not overload electrical circuits or extension cords. All lamps and electrical appliances belonging to Resident or a household member shall be properly wired. In the event electrical, gas or plumbing repairs to the leased premises shall be necessary; Resident shall not attempt such repairs but shall immediately notify NBHA about the need for repairs. Resident, household members, and guests shall use any elevator and any common appliance properly.

(M) Damage

To refrain from damaging (and to cause each household member and guest to refrain from damaging) the leased premises or any other property of NBHA. In the event damage occurs Resident shall promptly notify NBHA about the damage and the cause of the damage. Resident shall assume responsibility for any loss or damage to any dwelling resulting from overflow from water closets, sinks, bathtubs or basins in the dwelling because of misconduct or negligence of resident, household member or guests.

(N) Payment for Damage

To pay the cost of labor and materials reasonably necessary to repair or replace property of NBHA lost, removed, damaged or destroyed by the negligence or the intentional act of Resident, other household member or guest; to pay all costs resulting from misuse of the plumbing or other utility service or from misuse of an elevator or a common appliance; and to make such payment within thirty (30) days following Resident's receipt of an itemized bill from NBHA, which may post a list of reasonable standard charges for repair of damage.

(O) Pets Policy

Pets or other animals are not permitted in the leased premises or elsewhere on NBHA property either on a permanent or temporary basis with the exception of reasonably quite birds or fish unless written permission of the NBHA is granted in accordance with the NBHA pet policy. Pets (other than service animals) are not permitted in State family developments.

(P) Major Appliances and Heavy Items

Not to install or operate any major appliances (such as washers, dryers, air conditioners or freezers) or any heavy items (such as waterbeds) without the prior written approval of NBHA in accordance with any applicable rules or policies.

(Q) Rules, Policies and Regulations

To comply with the rules and policies (and to cause each household member and each guest to comply with the rules and policies) established by NBHA for the housing development of which the leased premises are a part pursuant to Section XX; and to comply with applicable regulations of the HUD and DHCD.

(R) Alterations to the Leased Premises

To make (and to cause each household member or guest to make) no alterations or additions to the interior of the leased premises or to the exterior of the building containing the leased premises or to the grounds without the prior written approval of NBHA. An approved alteration or addition which cannot be removed without damage to the leased premises, building or grounds shall not be removed and shall become the property of NBHA at the time when Resident vacates, unless Resident shall first have deposited with NBHA sufficient funds to pay for any damage resulting from removal and shall have received the written consent of NBHA to the removal.

(S) Guests

To oversee and supervise the conduct of all guests of Resident and other household members and to permit overnight guests only in accordance with and subject to the provisions of Section VI (B).

(T) Use and Occupancy of the Leased Premises

To use and occupy the leased premises only in accordance with the provisions set out in Section V.

(U) Vacating the Leased Premises

To vacate promptly upon termination of the lease and to leave the leased premises clean, free of garbage and trash and in as good a condition as existed at the time of commencement of the lease or at the time of a subsequent modernization, normal wear and tear, excluded. A Resident intending to vacate the unit must do so and turn in keys to Management before 12:00PM in order for the date of vacancy to enter the same day. The date of vacancy shall be entered on the next business day in the event the Resident vacates and turns in keys after 12:00PM.

(V) Smoke Detectors

To keep all smoke detectors in the leased premises unobstructed at all times; not to tamper with or render inoperable any smoke detector, carbon monoxide detector, heat detector, sprinkler, or any part of a fire detection or fire prevention system (including the removal of the battery from a battery-operated smoke detector) on NBHA's property; and to notify NBHA immediately of the malfunction or inoperability of any smoke detector in the leased premises; to replace uncharged batteries in any battery-operated smoke detector as necessary to maintain its operation or to notify NBHA immediately of the need for such replacement. Failure to comply with these requirements will result in a \$100.00 fine per violation.

(W) Thermostats

Not to tamper with temperature control thermostats or other heating equipment. All adjustments will be made by NBHA only.

(X) Parking

To park automobiles in designated parking areas only. Autos shall not be parked on the premises unless properly registered, inspected, insured and have NBHA parking sticker. No major auto repairs shall be made on the premises, nor shall motorcycles, motor bikes and the like be stored in the dwelling unit or on the grounds.

(Y) Access to the Leased premises

To permit access to the leased premises by NBHA as provided in Section XV and not to replace, add or rekey any locks.

(Z) Payment of Constable Costs and Court Filing Fees

To pay the expenses incurred by NBHA as a result of Resident's breach of any term of this lease, including filing fees, constable costs, and moving and storage costs in eviction actions commenced on account of any such breach.

(AA) Wage, Tax and Bank Match; Social Security Numbers

To participate and cause household members to participate in any wage, tax, and/or bank match system required by HUD and DHCD as applicable and permissible under law and to provide upon request the information and authorizations necessary for such a wage, tax, and/or bank match. Subject to any applicable law, to provide and to cause each other adult household member to provide NBHA with his or her social security number, and to authorize use of such social security number for use by NBHA for verification of income and assets of the

household through the Massachusetts Department of Revenue's integrated tax, wage reporting, and bank match systems, HUD's EIV system or similar means of verification.

(AB) Swimming/Wading Pools and Other Outdoor Apparatus

Refrain from installing, placing, storing, constructing, erecting, maintaining or using any swimming pool, wading pool, children's pool or any other type of pool anywhere on NBHA property which is larger than fifteen (15) inches high and seventy-two (72) inches in diameter. Resident shall empty and store all such pools when not in use. Resident will provide proper adult supervision of the use of the pool at all times.

Residents shall not erect, install or have erected or installed any outdoor recreational equipment including but not limited to: bubble bounces, trampolines, jungle gyms, swings, slides, waterslides and the like.

(AC) Non-Smoking Policy

Not to smoke in buildings, individual units, common areas, and within a specified distance from buildings including entryways, porches and patios as stated in NBHA Smoke-Free policy. Failure to comply with this policy will result in fines and/or lease termination.

(AD) Community Service Policy (Federal Residents Only)

To follow the terms and guidelines set forth in NBHA Community Service Policy.

(AE) Drug Related Activity

Resident shall assure that neither they nor any household member or guest, or any other person under their control, will engage in the prohibited drug-related activities on or off NBHA Property. A drug-related activity is considered a serious violation of the material terms of this agreement and includes but is not limited to the following:

1. Concealing income from drug sales
2. Using the dwelling and/or allowing others to sell, manufacture, use, or keep drugs in or near the dwelling.
3. Damaging the dwelling or the development through illegal drug activities.
4. Using the dwelling for drug-related business or recreational activity or threatening or terrorizing neighbors.

(AF) Weapon Possession

Residents, household members or guests shall not to keep firearms, gunpowder or ammunition on NBHA property.

Section XI. TERMINATION OR VOIDING OF LEASE

(A) Termination by Resident

Resident may terminate this lease at any time by giving thirty (30) days advance written notice to NBHA.

(B) Voiding by NBHA

This lease and occupancy of the leased premises by Resident and Resident's household members may be annulled and made void by NBHA for any of the reasons set out in M.G.L. c. 139 §19. In the event that grounds shall exist for so voiding the lease and in the event NBHA shall determine to use the procedure set out in M.G.L. c. 139 §19, NBHA shall give to Resident a written notice of voiding lease, which shall state the reason for voiding the lease, prior to NBHA's seeking an injunction or execution for possession in court. There shall be no grievance hearing prior to the court proceeding.

(C) Termination by NBHA

This lease and occupancy of the leased premises by Resident and Resident's household members may be terminated by NBHA for any of the following reasons:

- (1) Resident's failure to make timely payment of rent in violation of Sections II (A) and V.
- (2) Breach or violation by Resident, a household member, or guest of any of the occupancy obligations and restrictions set out in Sections I and VI.
- (3) Criminal conduct, threats, harassment, or nuisance by Resident, a household member, on NBHA's property, including the leased premises, or in its vicinity, in violation of Section X (E) and (F). This criminal conduct includes but is not limited to the criminal conduct described in Section XI (E) (2) and (3).
- (4) Commission of a serious crime involving violence against another person by Resident or by a household member, even if not on NBHA property or its vicinity, at any time while the lease is in effect, in violation of Section X (G).
- (5) The conduct of a guest, including a guest of a household member, if the conduct of the guest in the leased premises or on NBHA property violates the provisions of this lease and the conduct would be grounds for termination of the lease if committed by Resident and if the Resident knew beforehand or

should have known beforehand that the guest would engage in misconduct or if Resident failed to take reasonable steps to supervise the guest.

- (6) In the event that Resident has knowledge of a court order barring a person from the leased premises or from NBHA property, or in the event a household member has been deleted from the lease by Resident at the request of NBHA, the Resident's failure to take all necessary steps to exclude the person from the leased premises.
- (7) Income which exceeds the maximum allowable for a household under applicable regulations or authorization, provided that NBHA may provide an exemption for up to six (6) months if Resident can establish hardship which prevents an earlier relocation of the household to unsubsidized housing.
- (8) Failure by the Resident or a household member to supply complete and accurate information necessary for a rent determination or for a determination of eligibility for continued occupancy. Failure by Resident or a household member to give requisite authorization for verification of eligibility, income, employment and household composition. Failure to provide a social security number as required in Section X (Y), or to participate in a wage, tax or bank match as required in Section X (Y).
- (9) Failure to supply complete and accurate information in Resident's application for public housing or in a request for a priority or preference status or in the documentation submitted in support of Resident's application for public housing, or request for a priority or preference status, if complete and accurate information would have provided: (a) cause for finding Resident ineligible or unqualified for public housing; (b) cause for determining Resident not entitled to the priority or preference status which Resident received; (c) cause for housing Resident in a smaller unit; or (d) cause for establishing a materially higher rent.
- (10) Failure to sign a lease, lease amendment or lease addendum containing lease provisions authorized by the HUD and DHCD or required by applicable regulations or by applicable law; failure to sign lease provisions required by changes in size or income of Resident's household.
- (11) Failure to vacate in the event of a decrease in household size, as provided in Section VII (A), or in the event of modernization work, as provided in Section VII (C), or in the event of no longer requiring an accessible unit, as provided in Section VII (E).
- (12) Failure by Resident or by a household member to physically occupy the leased premises as his or her primary residence for at least nine (9) months in any twelve (12) month period except as provided in Section VI (A).
- (13) A guest's staying overnight for more than a total of twenty-one (21) nights in a twelve (12) month period without NBHA's written approval.
- (14) Repeated failure by Resident to report the length of the stay of an overnight guest within a reasonable time following the stay.
- (15) Failure to comply with NBHA Pet Policy.
- (16) Failure to comply with NBHA Community Service Policy.
- (17) Failure to comply with NBHA Smoke-Free Policy.
- (18) Breach or violation by Resident or a household member of any one of the other obligations set out in Section V, VI, X of this lease.
- (19) Any violation of the lease terms regarding any activity, including drug activity that threatens the health safety and right of peaceful enjoyment of the premises by other Residents, whether this activity took place on or off NBHA property.
- (20) Criminal activity, including drug-related activity in a dwelling unit, on or off NBHA property, on the part of the Resident, any member of the Resident's household, a guest or other person under the Resident's control. This includes the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance.

The NBHA has adopted a **“Zero Tolerance Policy”** with respect to violations of the lease terms regarding any activity, including drug activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents, whether this activity took place on or off NBHA property.

- (21) Other good cause.

(D) NBHA's Notice of Termination of Lease

Prior to terminating this lease and the underlying occupancy of Resident and Resident's household members, NBHA shall give to Resident a written notice of termination of lease, which precedes the date of termination by:

- (1) At least fourteen (14) days in the case of failure to pay rent;
- (2) A reasonable time considering the seriousness of the grounds for termination (but not to exceed fourteen (14) days) when the grounds (other than nonpayment of rent) are such that no grievance hearing is required; or
- (3) No less than thirty (30) days in any other case.

The notice of termination of lease shall state the reason for termination of the lease. It may include a notice to quit. If Resident is entitled to a grievance hearing under subsection (E) of this section, the notice of termination of lease shall specify that, within seven (7) days following the date on which notice is given, Resident has the right to request such a hearing and shall specify the process to be used in making the request.

(E) Administrative Hearing Prior to Lease Termination in Certain Instances

If NBHA shall give notice of termination of lease to Resident, within seven (7) days after the notice has been given, the Resident may request a grievance hearing regarding whether good cause exists for terminating the lease, except that pursuant to M.G.L. c.121B, §32 no grievance hearing shall be required:

- (1) in the event of nonpayment of rent
- (2) in the event NBHA has reason to believe that Resident or a household member:
 - (a) Has unlawfully caused serious physical harm to another Resident or an employee of NBHA or any other person lawfully on NBHA's property.
 - (b) Has unlawfully threatened to seriously physically harm another Resident or an employee of NBHA or any person lawfully on NBHA's property.
 - (c) Has unlawfully destroyed, vandalized or stolen property of a Resident or of NBHA or of any person lawfully on NBHA's property, if such conduct creates or maintains a serious threat to the health or safety of a Resident, an NBHA employee, or any other person lawfully on NBHA's property.
 - (d) Has unlawfully possessed, carried, or kept a weapon on or adjacent to NBHA's property in violation of M.G.L. c. 269, §10.
 - (e) Has unlawfully possessed or used an explosive or incendiary device on or adjacent to NBHA's property or otherwise violated M.G.L. c. 266, §§ 101, 102, 102A or 102B.
 - (f) Has unlawfully possessed, sold, or possessed with intent to distribute a class A, B or C controlled substance, as defined in M.G.L. c. 94C, §31, on or adjacent to NBHA's property.
 - (g) Has engaged in other criminal conduct, which seriously threatened or endangered the health or safety of any member of a Resident household, employee of NBHA, or any person lawfully on NBHA's property.
 - (h) Has engaged in behavior, which would be cause for voiding this lease pursuant to the provisions of M.G.L. c. 139, §19.
- (3) In the event NBHA has reason to believe that a guest of Resident or a guest of another household member has engaged in any of the behavior listed in paragraph (2) and that Resident knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

(F) Procedure at a Grievance Hearing on Lease Termination

Resident shall make a written request for a grievance hearing to the NBHA within seven (7) days after notice of termination of lease has been given to Resident. The grievance hearing shall be held pursuant to NBHA's grievance procedure.

NBHA shall schedule a grievance hearing within thirty (30) days from receipt of the request for a hearing. Reasonable notice shall be given to Resident. In cases where Resident has properly requested a grievance hearing, NBHA shall not institute an action for summary process pending the hearing and a decision in NBHA's favor or other disposition without a decision on the merits.

At the grievance hearing any additional reason for termination of the lease, which arose subsequent to the date of the notice of termination of lease, shall be considered so long as NBHA gives Resident written notice of the

additional reason, not less than three (3) days before the hearing or, if a reason for eviction shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such additional reason.

(G) Summary Process Court Actions

If a grievance hearing is not required or is not requested, after the expiration of the deadline in the notice of termination of lease or notice to quit, if Resident and Resident's household members have failed to vacate, NBHA may institute an action for summary process or other appropriate judicial action. If the decision following a grievance hearing is in NBHA's favor or if there is a disposition without a decision on the merits and the deadline in the notice of termination of lease or notice to quit has expired but Resident or any of Resident's household members has failed to vacate, NBHA may institute an action for summary process or other appropriate judicial action.

Section XII. DELETION OF A HOUSEHOLD MEMBER FROM THE LEASE

Resident may delete a household member named in Section I of this lease or in a lease addendum by a written lease addendum signed by Resident and NBHA. In the event that the conduct of a household member is such as to constitute cause for termination of the lease under Section XI, but NBHA in its sole discretion determines that eviction of Resident is not required so long as the misbehaving household member ceases occupancy in the leased premises, NBHA may request that Resident delete the household member as a person authorized to live in the leased premises. A request by NBHA for deletion shall specify the reason why deletion is requested. Notwithstanding a request to delete a household member, NBHA may issue a notice of termination of lease on account of the same conduct of the household member about which a request for deletion is made. In the event a household member has been deleted at the request of NBHA, Resident shall not permit such person to be a guest thereafter.

Section XIII. ADDITION OF A HOUSEHOLD MEMBER TO LEASE

NBHA Approval of an Additional Member Required Prior to Occupancy

Before any person not named in this lease may be added as a household member, Resident and the person involved shall have applied in writing to NBHA for approval of a household including such person and NBHA shall have approved the application. The enlarged household shall meet all applicable eligibility requirements for a household initially applying for housing except income shall be within the limit for continued occupancy. Before approving a household including an additional person age ten (10) or older as a member NBHA shall screen him or her as an applicant for public housing and shall determine him or her to be qualified. Upon such approval, Resident and NBHA shall sign a new lease or a written lease addendum naming the person as an additional household member. Unless and until a new lease or a written lease addendum has been signed, the person applying to be added as a household member, shall not occupy the leased premises except under the restrictions applicable to guests. In the event of the birth of a child to Resident or a household member, NBHA shall approve an enlarged household including any such child. Except as may be permitted by applicable state regulations or by other applicable law or authorization, the leased premises shall be of appropriate unit size for the household including the additional person. In no event shall Resident's household exceed the maximum number of occupants permissible for the leased premises under the provisions of the State Sanitary Code.

Section XIV. REASONABLE ACCOMMODATION OR MODIFICATION ON ACCOUNT OF A DISABILITY

If an Resident or a household member has a disability and, on account of this disability, in order to participate in the housing program, needs a reasonable accommodation in NBHA's rules, practices or procedures, or needs a reasonable modification of the leased premises or a common area, the Resident or household member may request, at any time a reasonable accommodation or a reasonable modification on account of the disability. If the individual does not have an obvious disability or previously documented medical condition that qualifies him/her as an individual with a disability, he/she may be required to provide sufficient and reasonable documentation of his/her medical condition establishing the need for an accommodation or modification. NBHA shall provide an accommodation or modification, although it need not be the specific accommodation or modification requested so long as it is an equally effective alternative accommodation unless doing so would result in a fundamental alteration in the nature of its program or an undue financial and administrative burden.

Section XV. INSPECTIONS

(A) Pre-occupancy Inspection

Prior to occupancy NBHA and Resident (or Resident's designated representative) shall inspect the leased premises; following the inspection NBHA shall provide Resident with a written statement of condition describing the condition of the leased premises and any appliances in it. Both NBHA and Resident (or Resident's designated representative) shall sign the statement of condition prior to occupancy.

(B) Periodic Inspections

NBHA may conduct periodic inspections of the leased premises. Resident shall receive advance notice as provided in Section XVI and shall receive a written copy of the results of each such inspection.

(C) Termination Inspection

Upon termination of occupancy, NBHA and Resident (unless Resident vacates without notice or refuses to participate or to designate a representative) shall inspect the leased premises and NBHA shall provide Resident with a written statement of condition which shall list any damage or destruction, apart from reasonable wear and tear. NBHA shall at such time or thereafter submit a bill to Resident for the reasonable charges for repairs and replacements required to put the leased premises in as good condition as the condition reflected by the original statement of condition (as it may have been modified as a result of modernization), reasonable wear and tear during occupancy by Resident excepted. Following receipt of the bill, Resident shall forthwith pay such charges.

Section XVI. ACCESS TO THE LEASED PREMISES BY NBHA

(A) Access for Non-Emergency Repairs, Maintenance or an Inspection

NBHA may enter the leased premises at reasonable times to perform non-emergency repairs, maintenance or modernization work or to conduct an inspection, and in the absence of an agreed time shall give Resident at least forty-eight (48) hours advance notice of the time and purpose of entry.

(B) Access for Requested Repairs or Maintenance

In the event of repairs and maintenance in response to a request by Resident, in the absence of an agreed time, NBHA shall give Resident reasonable notice prior to entry, given, whenever possible, at least on the day prior to entry.

(C) Access for an Emergency

If NBHA has reasonable cause to believe that an emergency exists endangering life or property which requires immediate action, NBHA shall give Resident whatever reasonable notice which the circumstances may permit before accessing the leased premises to deal with the emergency.

(D) Access Where No Adult Present

If at any time NBHA shall have entered the leased premises and if no adult household member shall have been present, NBHA shall leave a written notice specifying the time and reason for access and any work performed or measures taken.

Section XVII. PERSONAL PROPERTY

(A) Insurance of Personal Property By Resident

Resident shall be responsible for insuring personal property belonging to Resident, other household members and guests against theft or other casualty.

(B) Removal of Personal Property

Upon termination of this lease and the departure of Resident, Resident shall immediately remove all personal property belonging to Resident and to other household members or guests from the leased premises and from NBHA property.

(C) Personal Property Left on Termination of Lease

Any personal property belonging to Resident, other household members or guests, which is not removed from the leased premises and from NBHA's property following the termination of the lease and departure of Resident, shall be treated as abandoned and may be disposed of by NBHA. Resident shall be responsible for and shall reimburse NBHA for costs for moving, storage and disposal of personal property following termination of this lease.

Section XVIII. NOTICES

(A) Notices to Resident

A notice of termination of lease, notice to quit, notice of voiding lease or notice of apparent abandonment shall be given to Resident as follows:

- (1) In writing; and
- (2) (a) given to Resident in hand; or
(b) sent by certified mail, return receipt requested, to the Resident at the address of the leased premises or such other mailing address provided by Resident to NBHA; or
(c) given to any person answering the door to the leased premises with a copy mailed to Resident by regular first class mail; or
(d) placed under or through the door to the leased premises with a copy mailed to Resident by regular first class mail in the event no person answers at the door to the leased premises; or
(e) by service by a constable or a deputy sheriff in the manner provided for service of civil process.

Other notices to Resident shall be sufficient if in writing and sent by regular first class mail or hand delivered to the leased premises.

(B) Notices to NBHA

Any notice to NBHA shall be sufficient if:

- (1) In writing; and
- (2) Sent by certified mail, return receipt requested to NBHA at its office; or
- (3) Hand delivered to NBHA's office during regular business hours.

Section XIX. COMPLIANCE WITH REGULATIONS OF HUD AND DHCD

Both HUD and the DHCD has promulgated and may promulgate regulations regarding the terms and conditions of public housing. Insofar as applicable NBHA and Resident shall comply with the applicable Department's regulations and any authorizations or waivers issued pursuant thereto. NBHA shall post and keep posted in a conspicuous place in its central office and, if practical, in each development a copy of the applicable regulations although absence of posting shall not affect their enforceability.

Section XX. COMPLIANCE WITH NBHA'S RULES AND POLICIES

NBHA has adopted or may adopt reasonable rules and policies for the benefit and well being of the housing development, of which the leased premises are a part, and for the benefit of the Residents of the housing development. Compliance with NBHA's rules and policies, is a material condition of tenancy. Resident, other household members and guests shall comply with such rules and policies. Substantial violation of any rule or policy shall be cause for termination of this lease and eviction. NBHA shall post and keep posted in a conspicuous place in its central office and, if practical in each development a copy of all rules and policies which affect the rights, status, duties or welfare of Resident and other household members, although absence of posting shall not affect their enforceability. Upon request Resident shall without charge, be provided one copy of applicable rules, policies or regulations. NBHA may charge for additional copies.

Section XXI. CHANGES

This lease represents the entire agreement between NBHA and Resident. No changes, additions or deletions from this lease shall be made except by a written amendment or addendum signed by NBHA and Resident, provided that changes, additions or deletions required by state or federal law, including state or federal regulations, shall be effective following at least thirty (30) days advance written notice to Resident of the changes, additions or deletions.

Section XXII. ADDITIONAL PROVISIONS

This lease is executed in two counterparts, one of which shall be retained by NBHA and Resident shall retain one of which. The headings are for convenience of reference and do not constitute part of the lease. Additional provisions (if any) shall be set out in amendment(s) or addenda which shall specifically make reference to this lease.


Executed on this _____ day of _____, 20_____

Resident Signature: _____

Print Name

NBHA Signature: _____

Authorized Representative

 _____

Executive Director