

HOUSING AUTHORITY OF THE CITY OF

BAYONNE

DWELLING LEASE

1. **IDENTIFICATION OF PARTIES AND PREMISES.** The Housing Authority of the City of Bayonne, hereafter referred to as the (“**Authority**”) does hereby lease these low income housing and/or Post Road Gardens premises. These premises are located in Project No. *****

ADDRESS

BAYONNE, NEW JERSEY 07002

APARTMENT NO.

BEDROOM SIZE:

to be occupied solely by _____

(“**THE APARTMENT**”) and the specific members of his or her household listed below: Tenant agrees that the household members listed below are (**collectively referred to as “TENANT”**) the only persons who are permitted to reside in the Apartment. **This provision permits reasonable accommodation of Tenant’s guests or visitors for a period not exceeding fourteen (14) calendar days each year.** All members of the household over age 18 shall execute this Lease Agreement, hereinafter referred to as the “**LEASE**”.

NAME	RELATIONSHIP TO HEAD OF HOUSEHOLD	AGE & BIRTH DATE	SEX	SS#

2. **LEASE TERM AND RENEWAL:** The Authority hereby rents, demises and leases the premises described above to the Tenant for the following term (subject to earlier termination as hereinafter provided in Section 13 (Termination of Lease). The term of this lease shall be for one year beginning ***** and continue until ***** .

At the expiration of that term, the lease will be renewable for subsequent one-year terms. Unless the tenant fails to renew annually by signing a continued Occupancy Form, then the lease will become a month to month tenancy, with the rest of the Lease remaining the same. Although the lease term is for one year, the lease may be modified at any time by written agreement of the tenant and the Authority. Failure by a tenant to accept a lease revision is grounds for lease termination in accordance with Section 13, paragraph 16 of this lease.

The Authority may not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program.

In the event of the Tenant’s eviction or the termination of the tenancy, the Tenant will remain liable for the payment of rent and costs due to the Authority through the date of eviction or the termination of the tenancy.

Modifications to the lease shall be made pursuant to Section 15 of this lease. Provisions of this lease may be renewed by incorporation of this document into a lease amendment that sets forth any new or changed provisions of the lease.

3. **RENT AND LATE CHARGES:** Rent shall be payable initially in the amount of \$ ***** and shall be due and payable in advance on the first (1st) day of each month. This rent will remain in effect until adjusted in accordance with the provisions of this Lease. If the rent is not paid by the fifth (5th) working day of the month, a late fine of twenty-five (\$25.00) dollars will be charged. This provision does not create a “grace period”. This late fine will be considered additional rent, due and payable immediately. Rent may be paid by check, money order or cash. A return check charge of thirty (\$30.00) dollars will be assessed to Tenant’s account. If two (2) checks are returned for insufficient funds, during your tenancy, the Authority will no longer accept personal checks.

Tenants are required to pay a minimum rent of fifty (\$50.00) dollars unless a hardship exemption is requested and granted by the Authority, in accordance with the United States Department of Housing and Urban Development (HUD) regulations and the Authority's Admissions and Occupancy Policy.

The Authority may not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program.

4. **ADDITIONAL RENT:** Charges assessed to Tenants pursuant to Paragraph 6 will be considered additional rent due and payable within the first five (5) working days of the month. Immediately thereafter, the Authority will commence eviction proceedings against Tenant. Additional court costs will be added to Tenant's account. Once eviction proceedings have commenced, no partial payment of rent will be accepted.
5. **UTILITIES:** The Authority will furnish without additional charge the following: Heat, electricity, gas, hot and cold water. Utilities are to be furnished to, at least, the extent required by law. Electricity is that utilized by standard electrical appliances. An excess charge will be imposed on Tenant for the electricity used by any major Tenant-supplied appliance(s). It should be noted that Tenant is not permitted to own, operate or keep a washing machine, dryer or dishwasher in the apartment. These excess utility charges are posted in the office of the Authority. The Authority is not responsible for the failure to furnish such utilities if the cause is beyond the control of the Authority. The Authority will provide a working stove and a working refrigerator. Tenant installed stoves are prohibited. Other major electrical appliances, such as, air conditioners, air coolers and freezers may be installed and operated only with the written approval of the Authority. An excess utility charge will be imposed upon Tenant for the electricity used for the Tenant-supplied appliance such as an air conditioner or freezer. The air conditioner may not be more than 7 ½ amps. Any appliance found to cause excessive breaks in electrical service will result in a charge to Tenant. Tenant agrees not to waste the utilities provided by the Authority 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 of the Authority rules restricting or prohibiting the use of space-heaters in multi-dwelling units.
6. **OTHER CHARGES:** In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of other charges are listed in the Tenant Handbook annexed to this lease as Appendix A, incorporated by reference and made a part hereof (the "Handbook"). Other charges may include, but not be limited to maintenance costs. These are defined as: The cost of services for repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority 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 Schedule of Maintenance Charges posted by the Authority in a conspicuous manner in the Administrative Office or for work not listed on the Schedule of Maintenance Charges, based upon the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates also shall be charged to Tenant.

6(a) LEGAL FEES

The Authority will charge any tenant the sum of \$150.00 per court appearance in the event that the Authority must enforce the terms of the lease against the tenant. In the event that the Authority brings a civil suit against a tenant for the collection of any debt incurred by tenant pursuant to the terms of this lease, then the Authority reserves the right to seek reasonable legal fees from that tenant related to the enforcement of the Authority's rights. This provision is to become effective on July 1, 2002 hereunder.

7. **REDETERMINATION OF RENT AND DWELLING SIZE AND ELIGIBILITY:** The rent amount as fixed in Section 3 of the Lease is due each month until charged as described below:
 - A. The status of each family is to be re-examined, at least, once a year for all Tenants who are paying an income-based rent.
 - B. Tenant is required to supply the Authority, when requested, with accurate information about: household composition, age of household members, income and source of income of all household members, assets, and related information necessary to determine eligibility, annual income, adjusted income and rent.

Tenants are required to report all changes in family income during the term of the lease with the exception of Tenants who elect to pay a flat rent. In the case of a **flat rent**, the Tenant will be required to report information on family income only once every three year period unless the tenant experiences a decrease in income and requests to return to an income based rent. The Tenant is required to sign and complete a Continued Occupancy form each year and report changes in family composition.

Failure to supply such information, when requested, is a serious violation of the terms of the Lease which may result in the Authority terminating the Lease.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review or providing other suitable forms of verification. The Authority 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 the Authority to decide whether the amount of the rent should be changed and whether the dwelling size is still appropriate for

Tenant's needs. This determination will be made in accordance with the approved Schedule of Rents and Statements of Income and Occupancy Limits, available in the Administrative Office of the Authority. Tenant acknowledges that apartment size is determined by the number of people in the household. If Tenant's needs require a different size unit, Tenant agrees to move when the Authority makes such a unit available within fourteen (14) calendar days from the date of notice. Failure to accept an alternative apartment shall be grounds for termination of tenancy and eviction. Under the income-based rent option, the status of the family will be re-examined, at least, once a year.

A. **RENT DETERMINATION:** A rent, as fixed in Section 3 of the Lease or as adjusted pursuant to Section 7 of the Lease, will remain in effect for the period between regular rent recertification unless, during such period:

- (1) Tenant can show loss of or addition of a principal wage earner through marriage, divorce, death or extenuating circumstances. **A person may only be added to the lease upon approval as stated in Section 9, Paragraph X of this Lease.**
- (2) Tenant or a member of Tenant's household enters the military service.
- (3) Tenant or member of Tenant's household becomes unemployed in excess of thirty (30) days, re-employed or retired.
- (4) Tenant begins to receive public assistance or his/her public assistance is adjusted or his/her public assistance is terminated. Such a change must be reported to the Authority within ten (10) calendar days of its occurrence. However, if such an adjustment or termination results from Tenant's non-compliance with or violation of applicable rules and regulations, for example the Tenant's failure to participate in a economic self-sufficiency program or comply with work activities requirements or fraud by the family, the Authority will not grant any adjustment of rent..
- (5) A request for an interim adjustment due to a change in household income must be submitted to the Authority no later than the (15th) of any month in order for a change to take effect for the following month.
- (6) If it is found that Tenant misrepresented to the Authority the facts upon which his rent is based, so that the rent he is paying is less than he should have been charged, the Authority will back charge Tenant for any sums that should have been paid. In the case of a rent increase due to misrepresentation, failure to report a change in household composition, or failure to report an increase in income (after a deduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

Rent Formulas or procedures may be changed by Federal law or regulation. This Lease shall be subject to all new changes automatically, without the need to notify each Tenant of the changes in the law.

- (7) Tenant may report any decrease in income or any change in other factors considered in calculating Tenant's rent. If the decrease in income or change in other factors will last more than sixty (60) calendar days, the Authority will verify the information and make the appropriate reduction.
- (8) **Minimum Rent Exemptions:** The Authority shall grant an exemption from the minimum rent fifty dollars (\$50.00) dollars to any family making a request in writing, in accordance with the Authority's policy who is unable to pay the minimum rent payment because of financial hardship, which shall include:
 - (a) The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Naturalization Act who would be entitled to public health benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
 - (b) The family would be evicted as a result of the implementation of the minimum rent;
 - (c) The income of the family has decreased because of changed circumstances, including loss of employment;
 - (d) A death in the family has occurred which affect the family circumstances; or
 - (e) Other circumstances which may be decided by the Authority on a case by case basis.

All of the above must be proven by the Tenant by providing verifiable information in writing to the Authority prior to the rent being delinquent and before the lease is terminated by the Authority. If a Tenant requests a hardship exemption under this section, and the Authority reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety-day (90) period beginning upon the making of the formal request for the exemption. A Tenant may not be evicted during the ninety-day period (90) for nonpayment of rent. In such a case, if the Tenant thereafter demonstrates that the alleged hardship is of a long-term nature and not temporary, the Authority shall exempt retroactively the Tenant from the minimum rent requirement for the ninety-day (90) period past. This paragraph does not restrict nor prohibit the Authority from taking legal action to the Tenant for other violations of the lease.

(9) **RENT AND RENT CHOICE:** The amount payable monthly by the family as rent to the Authority is the rent selected annually by the family from the options offered under the Authority's rent policies:

(a) **FLAT RENT:** A flat rent is the amount of tenant rent based upon the market value of the unit, as determined by the Authority. If the Authority determines that the family is unable to pay the flat rent because of financial hardship, the Authority will immediately switch the family's rental payment from flat to income based rent. A financial hardship must include:

- (1) The income of the family decreased due to loss or reduction of employment;
- (2) A death in the family or loss of assistance;
- (3) An increase in the family's medical, child care, transportation, or education costs; or
- (4) Other circumstances as determined by the Authority.

(b) **INCOME-BASED RENT:** An income base rent is the amount of tenant rent based upon thirty percent (30%) of the family's adjusted income.

B. **REGULARLY SCHEDULED RECERTIFICATION:** Every year, the Authority will request Tenant's paying the income based rent, to report the income and composition of Tenant's household and supply any other information required by the United States Department of Housing and Urban Development (HUD) for the purposes of determining Tenant's rent. In the case of a flat rent, the tenant will be required to report information on family income only once per each three year (3) period unless the Tenant experiences a decrease in income and requests to return to an income-based rent. Tenant is required to sign and complete a Continued Occupancy form once each year and report changes in family composition as indicated in Section C, paragraphs (1) and (2) of the lease. Tenant agrees to provide accurate statements by the date specified in the Authority's request. The Authority will use the information to re-compute the rent of those Tenants who choose the income-based rent option. Failure to supply such information when requested is a serious violation of the terms of the Lease (Section 13, Paragraph B3), and the Authority may terminate the Lease. All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

B-1. **UNIT SIZE DETERMINATION:** If the Authority determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs in accordance with 24 CFR 966.10 (b) 1 (v) (A) (1), the Authority may amend this Lease by notice to Tenant in accordance with Section 7 hereof that Tenant will be required to move to another unit, giving Tenant a reasonable time in which to move.

C. **REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATIONS:** If any of the following changes occur, Tenant agrees to advise the Authority in writing within five (5) working days of its occurrence.

- (1) Deletions (for any reason) from the household members named on the lease shall be reported by Tenant to the Authority in writing within five (5) working days of its occurrence and/or
- (2) An adult and/or member of the household who was reported as unemployed on the most recent certification or re-certification obtains employment in a household paying the income-based rent.
- (3) Once a tenant requests that an adult household member be removed from the lease and the Authority does so, the tenant may not, in the future, request that the previously removed adult member be added back onto the lease for any reason, as the Authority shall deny said request.

D. **OCCUPANCY OF THE DWELLING UNIT:** Tenant shall have the right to exclusive use and occupancy of the apartment for Tenant and other household members listed on the Lease which may include the following: (1) Reasonable accommodation of Tenant's guests or visitors for a period not to exceed fourteen (14) calendar days per year; (2) Care of foster children; (3) Live-in aid, as that term is defined in Section 9, Paragraph V of this lease, for a member of a Tenant's family for a period not to exceed fourteen (14) calendar days per year. This period can be extended, upon Tenant submitting in writing, a request for an extension. However, under no circumstances shall a live-in aid be considered a Tenant of the Authority. Household members and/or guests may not engage in profit-making activities in the apartment.

8. **OBLIGATIONS OF THE AUTHORITY:** The Authority shall be obligated, other than for circumstances beyond its control, as follows:

- A. To maintain the premises and the project in decent, safe and sanitary condition.
- B. To comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
- C. To make necessary repairs to property which is damaged by normal wear and tear.
- D. To keep project buildings, 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 all electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority.

- F. To provide and maintain appropriate receptacles and facilities for deposit of garbage, rubbish and other waste removed from the premises by Tenant.
 - G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat in accordance with municipal ordinances.
 - H. To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit or imposition of charges for maintenance or for additional repair.) When the Authority is required to afford Tenant the opportunity for a hearing, under the Authority's grievance procedure, concerning a proposed adverse action:
 - (1) The notice of the proposed adverse action shall inform Tenant of the right to request such a hearing. In the case of lease termination, a notice of lease termination that complies with 24 CFR 966.4 (1) (3) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.
 - I. Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided that, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to the Tenant.
9. **OBLIGATIONS OF TENANT:** Tenant shall be obligated under the terms of this Lease as set forth in the Handbook and also as set forth below:
- A. Not to assign the lease or sublease the premises.
 - B. Not to provide accommodations for boarders or lodgers in excess of fourteen (14) calendar days per year, without the advance written consent of the Authority.
 - C. To abide by necessary and reasonable rules and regulations promulgated by the Authority and/or HUD for the benefit and well-being of the housing development Tenants which are or shall be posted in the Authority's administrative office and which will be incorporated into the Handbook. Tenant should be aware that the Authority has the sole right to change rules and regulations as the same may become necessary, upon written notice to Tenants. Thereafter, said new rules and regulations will, specifically, become a part of the Lease and shall be binding upon all Tenants.
 - D. To comply with all obligations imposed upon Tenants by applicable provisions of state and local building and housing codes materially affecting health and safety.
 - E. To keep the premises and such areas as may be assigned to Tenant for Tenant's exclusive use in a clean and safe condition. This includes, but is not limited to, keeping front and rear entrances and walkways for the exclusive use of Tenant free from hazards and trash. 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.
 - F. To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner as designated in the Handbook. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas. To abide by local ordinances regarding recycling.
 - G. To use only in a reasonable manner all electrical, plumbing, elevators, sanitary, heating, ventilating, air conditioning and other facilities. To refrain from placing signs of any type in or about the dwelling unit except those allowed under applicable zoning ordinances and only after having received the Authority's written permission.
 - H. To refrain from, and to cause his household and guests to refrain from, destroying, damaging, defacing or removing any parts of the premises or project.
 - I. To pay reasonable charges (other than for wear and tear) for the repair of damages to the premises, project building facilities or common areas caused by Tenant, his household or guests in accordance with a schedule of charges posted in the Authority's Administrative office. These charges shall not become due and collectible prior to the first (1st) day of the second (2nd) month following the month in which the charge is incurred. To make no alterations or repairs or re-decorations to the interior of the dwelling unit or to the equipment, not to install additional equipment or major appliances without the written consent of the Authority's Executive Director. To make no changes to locks or install new locks on any exterior doors. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises.
 - J. To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition. To act in a cooperative manner with neighbors and the Authority's staff. To refrain from and cause members of Tenant's household or guests to refrain from acting and speaking in an abusive or threatening manner toward the Tenant's neighbors and the Authority's staff.

- K. To refrain from illegal or other activity which impairs the physical or social environment of the project.
- L. To assure that any Tenant, any member of Tenant's household, any guest (as defined to be a person on the premises with the consent of a household member) or another person under Tenant's control, shall not engage in:
 - (1) Any criminal activity, on or off the Authority's premises, that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or Authority employees.
 - (2) Any drug-related criminal activity, is grounds for eviction, whether on or near the Authority's public housing premises, or any activity by a Tenant or guest in which the Authority determines that a Tenant or guest is illegally using a controlled substance.
 - (3) Abuse of alcohol (when the Authority reasonably believes that such illegal use or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority.
 - (4) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New Jersey anywhere on the property of the Authority.

The Tenant, or any member of the Tenant's household, any guest or any person under the Tenant's control shall not engage in other criminal activity affecting the well being of other Authority public housing residents or employee while the Tenant is a resident in public housing. Any such criminal activity may also be a cause for termination of the tenancy and for eviction from the unit.

Violations of this section shall be considered to be a serious breach of the material terms of the Lease. A criminal conviction or arrest is not necessary for this Lease to be terminated and for eviction proceedings to be instituted. Criminal activity is cause for eviction without arrest or conviction.

Any criminal activity in violation of this Section 9, Paragraph L of the Lease shall be cause for termination of tenancy, and for eviction from the unit. The term drug-related criminal activity shall mean the use, possession, manufacture, dispensing or distribution of a controlled dangerous substance, controlled dangerous substance analog or drug paraphernalia within the meaning of the Comprehensive Drug Reform Act of 1987 within or upon any of the Authority's premises or the building or complex of buildings and land appurtenant thereto or within five hundred (500') feet of any Authority property.

- M. To clean the hall area, the landing and the stairs on an assigned day, once each week between the hours of 5:00 AM to 8:00 PM.
- N. Not to own, operate or keep a washing machine, dryer, or dishwasher in this Apartment.
- O. To report to the Authority all maintenance problems and damages to the Apartment within twenty-four (24) hours of discovery thereof for ordinary repair. To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. For emergency repairs, Tenant shall notify the Authority upon discovery of the same. If the damage was caused by Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to Tenant.
- P. All tenants are responsible to repair or replace any damaged window panes during their tenancy. Please note, that in the event that the Authority repairs or replaces a window pane(s), because of safety issues, the cost will be assessed to the Tenant's maintenance account. An agreement will be signed by the Tenant acknowledging that the Tenant is responsible for the repair cost incurred. The amount owed must be paid with the following month's rent.
- Q. To pay rent promptly in accordance with Section 3 of this Lease. Habitual (more than 3 times in one year) violation of this provision may result in termination of this Lease in accordance with Section 13, Paragraph B1 hereof.
- R. Tenant is responsible for damage or losses to Tenant's personal property regardless of cause and to obtain insurance for their own personal property contained within the Apartment ("Renter's Insurance") in the event of any such loss. Tenant understands that it is Tenant's sole choice whether to obtain Renter's Insurance in order to protect Tenant's property. However, should Tenant determine not to obtain said insurance, Tenant understands that the Authority shall not be responsible to repair and/or replace any of the Tenant's property in the event of a loss.
- S. Only one (1) refrigerator is allowed in the Apartment. Under no circumstances will Tenant be allowed to have more than one (1) refrigerator. For freezers, no larger than 1.8 cubic feet, there is an additional monthly charge to Tenant. Tenant must notify the Authority immediately regarding the freezer.
- T. Tenant must notify the Authority in writing within five (5) business days whenever any member of the household authorized to reside in the unit is no longer residing in the unit. Failure to notify the Authority in writing within five (5) business days will result in Tenant being held liable for all actions of such person and any violation of the Lease by such person will be grounds for termination of tenancy and eviction from the Apartment.

- U. Tenant shall not leave the apartment unattended, unoccupied or otherwise vacant or any period not to exceed thirty (30) consecutive days.
- (1) The Authority shall consider the household to have abandoned the Unit if:
- A. The Authority reasonably believes that the Apartment has been unattended, unoccupied or otherwise vacant for more than thirty (30) consecutive days; and/or
 - B. The household's rent is past due for more than sixty (60) consecutive days.
- (2) If the Authority considers a unit to be abandoned, the Authority will:
- A. Enter the unit to conduct an emergency inspection; and
 - B. Subsequently attempt to notify household members in writing at the household's site address that it considers to have been abandoned.
- (3) If household members do not respond to the Authority's written notice within fifteen (15) calendar days of the date of the notice, the Authority will refer the matter to its attorney for appropriate legal action, including but not limited to, instituting eviction proceedings.
- (4) If Tenant intends to leave the apartment so unattended, unoccupied or otherwise vacant for a period to exceed thirty (30) consecutive days, the Tenant shall notify the Authority in writing of this intent prior to leaving the apartment. Property left for more than thirty calendar (30) days shall be considered abandoned and will be disposed of by the Authority in any manner the Authority deems appropriate. Costs for disposal shall be assessed against the former Tenant.
- V. Tenant must notify the Authority regarding a live-in aide and/or caretaker. Tenant must notify the Authority in writing, prior to the moving in of the said live-in aide and/or caretaker. A live-in aide and/or caretaker means a person who resides with an elderly, disabled or handicapped person, but who, under no circumstances, shall be considered a Tenant of the Authority.
- W. Transfers: Tenant agrees to leave the dwelling unit in a clean and sanitary condition, reasonable wear and tear excepted. All keys must be returned to the Authority and Tenant must obtain a receipt for the same.
- X. Premises must be used only as a private residence, solely for Tenant and the household members named in Section 1 of the Lease. Any additions (other than births, adoptions or court awarded custody) to the tenant household require the advance written approval of the Authority. Such approval will be granted only if the new household members pass the Authority's screening criteria and a unit of appropriate size is available. Tenant to wait for the Authority's written decision before allowing additional persons to move into the Apartment. If the applicant is denied and the Tenant, in any case, grants the applicant residency within the units, this is a violation of Section 9, Paragraph B of this Lease. Tenant's failure to comply with this provision is a violation of the Lease for which the Authority may terminate the Lease in accordance with Section 13, Paragraph A of this Lease.
- Y. Tenant agrees to report any incident resulting in injury to the Tenant, a member of the Tenant's household, or a guest of the Tenant, to the Authority within seventy-two (72) hours of occurrence.
- Z. If Tenant commits or performs any act which violates any ordinance of the City of Bayonne, the same shall be an absolute violation of this Lease.
- AA. Tenant agrees to obtain an Authority permit for his/her vehicle. The vehicle must be registered and insured in the Tenant's name only to obtain such a permit. Any vehicles without current registration plates will be considered abandoned and will be towed away within twenty-four (24) hours at owner's expense. Only one permit per household will be issued.
- BB. Common household pets are permitted in accordance with the Authority's pet policy. Tenant non-compliance can be grounds for termination. The Tenant agrees to abide by the provisions of the Authority's pet policy and not to keep any animals in or on the premises except as permitted by the pet policy and other applicable laws and regulations. Any violation of the rules of the Authority's pet policy may be grounds for removal of the pet or termination of the pet owners tenancy (or both), in accordance with the provisions of 24 CFR part 942 (governing pet ownership in public housing for the elderly or handicapped) 24 CFR part 966 (governing lease and grievance procedures), New Jersey State Law, and local law.
- CC. To comply with the provisions of any rider or amendment attached here and incorporated into this Lease.
- DD. No persons, other than those listed on this lease, are permitted to utilize the address of the leased premises for any purpose.
- EE. The rental application submitted by Tenant is hereby made a part of this Lease. Tenant acknowledges that the Authority has relied upon the information submitted by Tenant as an inducement to rent the premises to Tenant. If any representation on the application is determined to be misleading, incorrect, or untrue, the Authority may, at its option, terminate the Tenant's right to occupy the premises. The Authority shall have the right to recover from Tenant any loss or damages which the Authority may suffer because of such representation.

FF. No Tenant or his/her guest is permitted to smoke in any of the common areas of the premises. Individuals who are found smoking in any of these areas will be in breach of their Lease and will be subject to the Authority's action. Public areas are as the entrance vestibule, entrance lobby, community room, laundry room, hallways and elevators. Smoking is not allowed within twenty five feet from any Authority building entrance. Also, smoking is not permitted on the balconies.

GG. Head of Household must notify the Authority within a reasonable time as to whether or not he/she can read, write and speak in the English language.

HH. The Authority provides a free mandatory pest service. The tenant is required to provide access to their unit monthly. If it is found that additional treatments are required, the tenant will accommodate the Authority and the technician by providing access when needed.

II. Each adult household member is obligated to perform eight (8) hours each month or an aggregated yearly total of ninety six (96) hours of qualifying community service and self-sufficiency. The exemptions to waive this requirement is outlined in the Admissions and Occupancy Policy, Section 20 of the Lease and codified at 24 CFR 960.601. The Authority will determine if an individual is exempt from the community service and self-sufficiency requirements. The adult household member will be required to provide documentation to support the exemption.

JJ. At lease execution and annual recertification, all adult household members (age 18 or older) must:

- Provide documentation, if applicable, that they qualify for an exemption; and
- Sign a certification that they have received and read the policy and understand that if they are not exempt, failure to comply with the community service requirement will result in non-renewal of their lease, per 24 CFR 966.4(1)(2)(iii)(D).

KK. Each nonexempt household member (age 18 years and older) will choose how and where he/she will satisfy the community service and self-sufficiency requirements.

LL. When the community service and self-sufficiency exemption status changes, it is the responsibility of the household member (age 18 years and older) to report the change to the Authority and provide documentation supporting this change. In addition, this household member will certify this change in writing.

10. **DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:** The special obligations of Tenant and the Authority, where a dangerous condition exists which is hazardous to life, health or safety, are as follows:

A. Authority's responsibilities:

1. The Authority shall be responsible for correcting the problem within a reasonable time. However, if the damage was caused by Tenant, a member of his household, or his guest, the reasonable cost of resolving the problem shall be charged to the Tenant.
2. The Authority shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
3. If the problem is not corrected in accordance with Section 8, Paragraph C of this Lease, the rent shall be reduced or abated in proportion to the seriousness of the damage and loss in value as a dwelling, except that no reduction in rent due shall be made where Tenant rejects reasonable accommodations or where the problem was caused by Tenant, a member of his/her household or his/her guest.
4. If the Authority determines the dwelling unit is uninhabitable because of imminent danger to the life, health and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated.

B. Tenants responsibilities:

1. Tenant shall immediately notify the Authority management of any such defect, condition or damage.
2. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises. In the event of a fire, Tenant must immediately notify the Authority.
3. **Tenant shall accept any replacement unit offered by the Authority.**

11. **ENTRY OF PREMISES DURING TENANCY:**

- A. The Authority shall, upon reasonable advance notification to Tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections, maintenance, extermination, and for making improvements. A written statement specifying the purpose of the Authority's entry delivered to the premises at least two (2) calendar days before such entry shall be considered reasonable advance notification.

- B. The Authority may enter the premises at any time without advance notification where there is reasonable cause to believe that an emergency exists or if the Authority has sufficient information that Tenant is using the apartment in violation of the Lease.
- C. In the event Tenant and all adult members of Tenant's household are absent from the premises when entered in accordance with Section Eleven 11, Paragraph B of the Lease, the Authority shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.
- D. If and when the Authority cannot gain access to Tenant's unit as a result of action or inaction of Tenant, Tenant agrees and understands that such action or inaction of Tenant can be used by the Authority as evidence of the Tenant's fault, which if proven in court, can result in a finding of the Tenant's liability and the Authority's non-liability for any conditions resulting from the lack of inspection or correction as a consequence of Tenant's failure to provide access to the unit.

12. NOTICE REQUIREMENTS:

- A. PRIOR NOTICE OF ENTRY: See Section 11 of the Lease.
- B. HAZARDOUS DEFECTS: See Section 10 of the Lease.
- C. NOTICE OF TERMINATION: See Section 13 of the Lease.
- D. NOTICE OF GRIEVANCE: See Section 14 of the Lease.
- E. CHANGE IN CHARGES: See Section 6 of the Lease for which the Notices must be posted in a conspicuous place in the project office and which shall be furnished to applicants and Tenants on request.
- F. OTHER: If not provided elsewhere, all notices to Tenant shall be in writing and delivered personally to Tenant or to an adult member of Tenant's household residing in the dwelling or sent by pre-paid first-class mail, properly addressed to Tenant. Notices to the Authority shall be in writing, delivered to the administrative office or Authority's central office or sent by pre-paid first-class mail, properly addressed. If Tenant is visually impaired, notice will be sent in accessible format. Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

13. TERMINATION OF LEASE:

- A. The Authority shall not refuse to renew this Lease other than for violations of the Lease such as failure to make payments due under the Lease or to fulfill Tenant obligations set forth in Section 9 or for other good cause as that term is defined in applicable law.
- B. The Authority may evict a Tenant for, but not limited to, the following reasons and in accordance with New Jersey State and Federal law.
 - 1. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges by the fifth (5th) working day of the month. Three such late payments within a twelve (12) month period shall constitute a repeated/consecutive late payment.
 - 2. Misrepresentation of household income, assets or composition.
 - 3. Failure to supply, in a timely fashion, any recertification, release of information forms, or documentation on household income or composition needed to process annual reexaminations or interim redeterminations.
 - 4. Damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds or parking areas of any project site.
 - 5. Any activity by Tenant, household member, guest or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees.
 - 6. Weapons or illegal drugs and/or drug paraphernalia on Authority premises, or on lands appurtenant there or within five hundred (500') feet of Authority premises.
 - 7. Any fire on Authority premises caused by Tenant, household members or guests' actions or neglect.
 - 8. Any violation of this Lease.
 - 9. Failure of a family member to comply with the community service provisions of part 960, subpart F as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve month lease term.
 - 10. Nonpayment of rent or other charges due under the Lease (including maintenance and repair)

11. Serious or repeated interference with the rights of other Tenants.
12. Misrepresentation (intentional or unintentional) of any material fact in the application for housing, or in any statements submitted to the Authority.
13. Violation of any rule or provision of the Authority's pet policy. The pet policy is incorporated into this Lease by reference.
14. Serious or repeated violation of any of the rules or regulations applicable to the Tenant's unit or the public housing premises.
15. If the Tenant is unable to care for oneself with or without the aid of a full or part time caretaker, the Tenant understands and agrees that the Lease may be terminated. This termination will be pursuant to the appropriate procedures. In the event, that the Tenant becomes so physically or mentally incapable of maintaining the premises in a habitable condition or of caring for their physical or mental needs such that reasonable accommodations will not be sufficient to meet such needs and where the Tenant cannot arrange for someone to assist in performing these functions. Nothing herein shall be construed to compel the Authority to provide accommodations or continued residency to a Tenant or to household members who, because of physical, mental or emotional illness, have become a threat to the health, safety, or right to peaceful enjoyment of the Authority premises or any other Tenant or Authority employee.
16. Failure by a tenant to accept a lease revision is grounds for termination of tenancy (24 CFR PART966.4(l)(2)(i))

C. The Authority shall give written notice of termination of the Lease of:

1. Fourteen (14) calendar days in the case of failure to pay rent; or
2. A reasonable amount of time to coincide with the urgency of the situation in the case of creation or maintenance of a threat to the Health or Safety of other Tenants or Authority employees;
3. Thirty (30) calendar days in all other cases; or
4. The Notice requirements of the New Jersey Statutes, whichever provides the greater Notice to the Tenant.

The notice of termination to Tenant shall state the reason for the termination, shall inform Tenant of Tenant's right to make such a reply as Tenant may wish, of Tenant's right to a grievance hearing if applicable, and of Tenant's right to examine Authority's documents directly relevant to the termination or eviction.

If the Authority gives written notice to Tenant to vacate the dwelling unit at a certain time for proper cause in accordance with the provisions of this Lease, and Tenant fails to remove himself and all his personal possessions therefrom at such time, and if the Authority institutes court action for such removal, Tenant shall reimburse the Authority upon demand for its reasonable costs incurred thereby, including but not necessarily limited to court filing fees, and moving and storage charges for Tenant's personal possessions.

This Lease may be terminated by Tenant at any time by giving written notice of thirty (30) calendar days to the Authority in the manner specified in Section 17 hereof. Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to the Authority when he/she vacates.

- D. In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense. In appropriate cases, the Authority may permit continued occupancy by remaining household members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a household 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 the Authority evicts a Tenant from a dwelling unit for criminal activity, the Authority shall notify the local post office serving that dwelling unit that such an individual or family is no longer residing in the unit so that the post office will stop mail delivery for such persons.
- E. This lease may be terminated when a person, including a juvenile adjudicated delinquent or Tenant knowingly harbors such person, has been convicted or pleaded guilty to an offense involving assault or terroristic threats against the landlord, a member of the landlord's family, or an employee of the landlord.
- F. This lease may be terminated when a person has been found by a preponderance of the evidence liable in a civil action involving assault or terroristic threats against the landlord, a member of the landlord's family or any employee of the landlord, or a Tenant or lessees knowingly harbors a person who committed such an offense and allows the person to occupy the rental premises for residential purposes continuously or intermittently, except if a person harbors a juvenile who has been adjudicated delinquent of an offense of use or possession.
- G. This Lease may also be terminated if the Tenant abandons the unit and fails to deliver the key to the Authority; and any personal property left therein by the Tenant may be disposed of by the Authority without any liability to the Authority for damages whatsoever.

H. This Lease may be terminated when a Tenant violates any of the grounds set forth in the New Jersey Anti-Eviction Act, including but not limited to drug activity.

14. **GRIEVANCE PROCEDURE:** When the Authority is required to offer Tenant a grievance hearing regarding the terms of the Lease, as that term is defined in the applicable HUD regulations, the notice shall inform Tenant of the right to request such a hearing in accordance with the Authority's grievance procedures. If such a hearing is requested, the Authority shall process and resolve the same in accordance with the Authority's grievance procedure, which shall be posted at the Authority's main offices.
15. **MODIFICATION:** Other than in cases of rent determination pursuant to Section 7 of this Lease, and in the case of a change in rules and regulations pursuant to Section 9, Paragraph C, this Lease may only be modified by a written rider executed by both the Authority and Tenant.
16. **WAIVER:** The failure of the Authority or Tenant to exercise any right or remedy provided herein shall not affect the right to do so at a later date for similar or other causes.
17. **NOTICE TO VACATE:** Tenant must give a full thirty (30) calendar days notice in writing to the Authority when vacating the Apartment. The Notice to Vacate must be received by the first (1st) business day of the month **prior** to Tenant's intended date to vacate. It is Tenant's responsibility to ensure the Authority is in receipt of the Notice to Vacate. If the Authority does not receive this form from the Tenant, Tenant will be charged for the following month's rent. The date the Authority receives Tenant's Notice to Vacate is the date the Notice to Vacate will be listed on the Authority's records. The keys must be returned to the inspector on the last day of the month in which Tenant is vacating the unit. If the last day of the month falls on the week-end, or a holiday, Tenant must return the keys on the next business day. An inspection of Tenant's unit will be conducted prior to the return of the keys. When Tenant vacates, the Authority will not be under any obligation to hold possessions left in the unit beyond the vacate date and the Authority will dispose of such possessions at the Authority's sole discretion. In no event, however, will the Authority be required to hold possessions left in the unit for more than ten (10) calendar days after Tenant has vacated. Thereafter, the Authority shall dispose of such possessions at the Authority's sole discretion.
18. **TRANSFERS:** Tenants shall not be transferred to a dwelling unit of equal size either within a project or between projects, except for alleviating hardships as determined solely by the Authority. The Authority shall offer only 1 unit to a family unless there is a hardship situation as determined solely by the Authority. If Tenant refuses the unit offered, the Lease may be terminated by the Authority by providing Tenant with a sixty (60) calendar day notice. Tenant must leave the dwelling unit in a clean and good condition; reasonable wear and tear excepted, and return the keys to the Authority, on the vacate date. An inspection will be conducted by a representative of the Authority. All keys will be returned to the inspector at that time.
 - A. The Authority may move a Tenant into another unit, permanently, if it is determined necessary to rehabilitate or demolish Tenant's unit.
 - B. In the case of an involuntary transfer, Tenant shall be required to move into the dwelling unit made available by the Authority. Failure to move within the allotted time period may result in rent being due on both apartments. Tenant shall be given fourteen (14) calendar days to move following the delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.
 - C. A Tenant without disabilities, who is housed in a unit with special features, must transfer to a unit without such features should a Tenant with disabilities need the unit. In this case, the Authority shall bear the cost of moving.
 - D. 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.
 - E. The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
 - F. Tenant shall accept any replacement unit offered by the Authority.
 - G. Voluntary transfer (tenant initiated transfer) will be granted at the discretion of the Authority. The tenant must be in good standing which means that the tenant must not be in violation of any of the terms of this lease. Any pending violation must be rectified prior to the transfer being implemented.

All transferring tenants apartments will be inspected twice prior to their vacating. A detailed outline will be provided prior to each inspection indicating the specific tasks that must be performed by the Tenant.

A failed or non-conforming rating will result in the Authority assessing charges for repair (beyond normal wear and tear) against the Tenant's maintenance account. The Tenant may also forfeit his/her right to the unit in which he/she is currently living or forfeit his/her residency to the new apartment. However, Tenant shall still remain on the existing transfer list except that Tenant's name shall be placed on the bottom of said transfer list.

Once the Tenant is notified by the Authority of a transfer, no request for lease additions will be entertained, until such time that a transfer is completed.

19. **MISCELLANEOUS PROVISIONS:** If the Authority is not in possession of the leased premises on the commencement date of this Lease, such commencement date shall be postponed to the day after which the Authority obtains possession and the rent shall be abated the number of days in the month during which the Authority is not in possession.

Validity of Lease

If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.

INSPECTIONS:

- A. **Move-in Inspection:** An Authority representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will note any equipment provided with the unit. The statement shall be signed by the Authority and a copy of the statement will be maintained in the Tenant file. A copy of the report shall be provided to Tenant, upon request and at a charge of .25 cents per page. Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to Tenant, and Tenant will be required to acknowledge receipt. The statement shall also be placed in Tenant's folder.
- B. **Annual Inspection:** The Authority will inspect the unit annually to check needed maintenance, Tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs, or removal of non-approved alterations to the unit.
- C. **Move-out Inspection:** The Authority will inspect the unit with the Tenant at the time of vacate, when possible, and give Tenant a written statement of the charges, if any, for which Tenant is responsible.
20. **COMMUNITY SERVICE REQUIREMENT:** Residents must provide documentation, if applicable, that they qualify for an exemption. The submitted documentation will be used by the BHA to determine whether or not the tenant is exempt from the Community Service and Self-Sufficiency Requirement. In addition, the BHA will provide the resident with a Community Service and Self-Sufficiency Requirement exemption certification form for completion. This form illustrates documentation that residents may submit to validate their exemption. All submitted documentation will be maintained in the resident file.
- A. 62 years or older;
- B. 1. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or
2. is a primary caretaker of such individual and who certifies that based upon that disability, he or she cannot comply with the requirement;
- C. Engaged in work activities (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the Community Service and Self-Sufficiency Requirement because he/she is "engaged in work activities," the person must be participating in an activity that meets one of the following definitions of "work activity" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
1. Unsubsidized employment;
 2. Subsidized private-sector employment;
 3. Subsidized public-sector employment;
 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 5. On-the-job-training;
 6. Job-search;
 7. Community service programs;
 8. Vocational educational training (not to exceed 12 months with respect to any individual);
 9. Job-skills training directly related to employment;
 10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
 11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;
- D. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-Work program; or,
- E. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State of New Jersey in which the PHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.
- F. The supplemental nutrition assistance program ("SNAP") qualifies as a welfare program of the state. Therefore, if a tenant is a member of a family receiving assistance under SNAP, and has been found to be in compliance with the program requirements, that tenant is exempt from the Community Service and Self-Sufficiency Requirement. To clarify, this exemption does not automatically apply to all members of a public housing household. The distinction is that there may be a household for which a portion of the household is receiving SNAP assistance, but another portion is not. An example is a household which includes a

mother, child, and boyfriend (legally on the lease). The mother and child are receiving the SNAP benefits while the boyfriend is not part of the family receiving the assistance. In this case, the mother would be exempt if she is in compliance with the program requirements but the boyfriend is not exempt under this provision because he is not part of the family receiving SNAP benefits.

Please note 30 hours per week is the minimum number of hours for a work activity.

The BHA will review the submitted documentation and Community Service and Self-Sufficiency Requirement exemption certificate to determine which family members are exempt from the requirement. If, at any time, there is a change to the exempt status of the family member, it is his/her responsibility to report this change to the BHA within five (5) days of the change.

21. **VIOLATION, EVICTION AND RE-ENTRY:** The landlord reserves the right of re-entry. This means that if the Tenant violates the terms of the Lease, the Landlord may terminate this Lease and regain possession of the Property.

This is done by a court proceeding known as an eviction. A complaint is served upon the Tenant and the Tenant must appear in Court. The Landlord may also evict the Tenant for any other cause which is permitted by applicable law. When the eviction proceeding is concluded, the Landlord may regain possession of the Property.

The above are the most important terms of the relationship between the Authority and Tenant. The Authority's Tenant Handbook contains a more detailed description of the rules and regulations of the Authority and HUD, and of Tenant's rights and duties. A copy of the Handbook is annexed hereto as Appendix A. Additional copies are available from the Authority Office. The contents of the Handbook are specifically made a part and incorporated to this Lease.

In signing this Lease, Tenant states that he/she has not knowingly misrepresented any facts which were used in determining his/her eligibility for housing.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day of _____, _____, at Bayonne, New Jersey 07002.

All adult (anyone eighteen (18) years of age or older) household members must sign below.

_____ (TENANT) HEAD OF HOUSEHOLD (PRINT) HOUSEHOLD	_____ (TENANT) HEAD OF
_____ (TENANT) CO-HEAD/CO-TENANT (PRINT)	_____ (TENANT) CO-HEAD/CO-TENANT
_____ (TENANT) CO-TENANT (PRINT)	_____ (TENANT) CO-TENANT
_____ (TENANT) CO-TENANT (PRINT)	_____ (TENANT) CO-TENANT

HOUSING AUTHORITY OF THE CITY OF BAYONNE

BY: _____
EXECUTIVE DIRECTOR/SECRETARY

Tenant’s Certification

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was disclosed fully to the Authority before the execution of the Lease or before the Authority’s approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant’s Signature (Head of Household) _____ Date _____

Attachments:

If indicated by an (X) below, the Authority has provided the tenant with the following attachments and information:

- | | |
|---|--|
| () Lease | () TENANT HANDBOOK, Appendix A |
| () Standard Maintenance Charges
(SUBJECT TO REVISION) | () Protect your Family from Lead in your Home |
| () Grievance Procedure
(SUBJECT TO REVISION) | () Resident Rights and Responsibilities |
| () Hall Mopping Schedule | () Drug Abuse and Other Criminal Activity |
| () Pet Policy | () Community Service Policy |
| () Other: _____ | |

STATEMENT OF RECEIPT OF INFORMATION

I/We have received a copy of the above information. This information has been thoroughly explained to me/us.
I/We understand the possibility the lead-based paint may exist in the unit.

Tenant’s Signature (Head of Household) _____ Date _____

OFFICE ADDRESS: 549 AVENUE A
BAYONNE, NJ 07002

HOURS: 9:00 AM - 4:30 PM
MONDAY THROUGH FRIDAY

TELEPHONE NUMBER: (201) 339-8700

THIS DOCUMENT IS BEING EXECUTED IN 2 (TWO) ORIGINALS