

NON-PUBLIC HOUSING OVER INCOME FAMILY LEASE



The following Lease Agreement describes the terms and conditions under which the property owner, Jersey City Housing Authority (JCHA), agrees to rent Unit #: _____ at _____ (Street Address) to the Non-Public Housing Over Income Family (NPHOIF) Head of Household, _____ and family. This Lease shall be month-to-month unless properly terminated according to the terms of this Lease and the laws of the State of New Jersey. Upon expiration of the lease term, the lease shall not automatically renew.

This Lease Agreement describes the roles, rights and responsibilities of both the NPHOIF Household and the JCHA in managing and maintaining this unit and the rules governing the actions of both parties. This Lease Agreement also represents the basis of the essential relationship between the JCHA and the NPHOIF Household to ensure that this unit is maintained in good physical condition and as socially and financially viable, affordable housing.

I. The Household

- a. In accordance with JCHA occupancy rules, Apt.# _____ at _____ is rented to and limited to occupancy by the following individual members of the NPHOIF Household. This Lease Agreement is strictly limited to this Household upon initial occupancy.

In consideration for general and fire safety and to prevent overcrowded conditions, non-sleeping rooms (i.e. Living Room, Dining Area, etc.) are not to be used for sleeping purposes.

Name	Relationship	Age & Birth Date	Social Security #
1.	Head	/ /	- -
2.		/ /	- -
3.		/ /	- -
4.		/ /	- -
5.		/ /	- -
6.		/ /	- -
7.		/ /	- -
8.		/ /	- -
9.		/ /	- -
10.		/ /	- -

- b. Permitting additional, unauthorized persons to live within the household for any time beyond short term visits (specifically, more than 14 days during any calendar year) is a serious violation of the terms and conditions of this Lease Agreement. A written request and JCHA approval is required prior to extending beyond the 14 day limit.

Strict compliance with this requirement is essential to ensure the continued good physical condition and social and financial viability of this unit. Any violation of this requirement prohibiting unauthorized persons from living within the unit shall be the basis for terminating the tenancy of the NPHOIF Household.

- c. The JCHA leases to the NPHOIF Head of Household (upon the Terms and Conditions set forth in this Lease Agreement) the unit to be occupied exclusively as the private and primary residence by the NPHOIF Household. It is not to be used or permitted to be used for any other purpose.

II. Rent and Other Fees

A. Rent:

1. The Resident shall pay the amount of the alternative non-public housing rent determined by the JCHA in accordance with federal regulations and other requirements. The amount of the alternative non-public housing rent is subject to change in accordance with federal regulations. The initial alternative non-public housing rent at the beginning of the initial lease term is \$_____. The JCHA shall give the NPHOIF Head of Household written notice stating any change in the amount of alternative non-public housing rent and when the change is effective.
2. Thereafter, alternative non-public housing rent in the amount of \$_____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the tenth (10th) day of said month. There will be a late fee of \$50.00 per month for rent paid after the tenth calendar day of the month. If rent is paid by personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and the resident will incur the late charge plus a fee **equal to the** processing costs. The late fee and insufficient funds charge will be due and owing within 30 days after being invoiced. In addition, the JCHA may require future rent payments in the form of money order only.
3. Failure to pay alternative non-public housing rent or other payments is a material violation of this Lease Agreement and is grounds for termination of the Lease Agreement.
4. Repeated late payments (three or more late payments within a 12 month period) are a violation of this Lease Agreement and grounds for eviction.
5. Alternative Non-Public Housing Rent and other fees can be paid in person at:

The Management Office at JCHA Public Housing Sites

B. Security Deposit:

1. The NPHOIF Household previously paid a security deposit of \$_____. This amount will be applied to the tenancy upon signing this lease.
2. The Security Deposit will be placed in an interest-bearing account at the following lending institution:

Provident Bank

Greenville Office

1553 Kennedy Blvd.

Jersey City, NJ 07305

3. The JCHA will use the Security Deposit at the termination of this Lease Agreement to pay the cost of any rent or other charges owed by the NPHOIF at the termination of this Lease Agreement or to reimburse the cost of repairing any intentional or negligent damages to the unit caused by the NPHOIF, Household members, guests and/or visitors.
4. The NPHOIF Household may not use the Security Deposit to pay rent or other charges or make any withdrawals for any reason while NPHOIF Household occupies the unit. No refund of the Security Deposit will be made until after the NPHOIF Household has vacated the unit and the Asset Manager or designee has inspected it on the JCHA's behalf.
5. The JCHA agrees to return the Security Deposit, together with interest if any, to the NPHOIF Household within 30 days after the NPHOIF Household moves out, less any deductions for any charges and/or fees indicated above, so long as the NPHOIF furnishes the JCHA with a forwarding address or contacts the JCHA and provides a 30-day written notice. The keys to the unit must be turned into the Asset Manager. If any deductions are made, the JCHA will furnish the NPHOIF with a written statement of any such charges for damages and/or other fees.
6. If there is a change in the Head of Household, the new Head of Household will be required to pay a security deposit of up to one month's rent. In the event that a current Head of Household transfers into another JCHA site, the current security deposit will be transferred to the new rental unit.

C. Maintenance/Repair Charges:

The NPHOIF Household shall be required to pay reasonable charges for damages beyond ordinary wear and tear caused by the NPHOIF Household members, guests or visitors in accordance with the revised Maintenance Charge Schedule. All charges will be due and owing within 30 days after being invoiced. Failure to pay is grounds for termination of the Lease.

If the Asset Manager determines that the cause of the damage was beyond the NPHOIF's control, the charge may be waived and the NPHOIF will not be billed. In the case of a charge to the NPHOIF, the NPHOIF Household will have the right to discuss it with the Manager.

D. Utilities and Appliances:

1. As part of the rent, the JCHA will supply water and sewer service. The JCHA will supply heat and hot water service unless it is the responsibility of the NPHOIF Household. The JCHA will not be liable for the failure to supply water, sewer, heat or hot water for any cause beyond its control. NPHOIF Household agrees not to waste the utilities provided by the JCHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels and to report all leaks promptly to the JCHA. The JCHA shall provide a cooking range and a refrigerator for the unit.

All utilities supplied and billed directly to the NPHOIF by a local gas & electric company must be in the name of the NPHOIF Head of Household.

If indicated by an (X) below, the JCHA provides the indicated utility as part of the rent for the premises:

() Electricity () Natural Gas () Heating Fuel (X) Water/Sewerage

2. Fees for excess appliances, (**not applicable to residents who pay utilities directly to utility supplier**), are due per the following:

Air Conditioners: An excess utility fee of \$20/mo will be charged for each air conditioner between May and September annual for a maximum charge of \$100 per year, per air conditioner. Air conditioners must be properly installed using the manufacturer's window kit. Air conditioners may not be supported by bricks, wooden boards, cans, cardboard, or any other material.

Other Appliances: If checked below, an additional fee of \$5/mo. for Deep Freezers and Electric Dryers will be charged.. \$15/mo. will be charged for Dishwashers per appliance.

\$20/mo will be charged for **Clothes Washers**

- Deep Freezer, (model/type): _____
 Electric Dryer (model/type): _____
 Clothes Washer (model/type): _____
 Dishwasher (model/type): _____
 Other: _____

3. Other major appliances, except refrigerators, may be installed only upon prior written JCHA approval. Gas dryers are prohibited for use in the unit.

III. NPHOIF Obligations/Criminal Activity Policy Conduct of NPHOIF,

Guests and Visitors

The Resident Household is required to act and cause authorized tenant members, guests and other persons under the tenant's control, to act in a manner that will not disturb other tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants, housing authority employees, or persons residing in the immediate vicinity of the premises. In accordance with federal law and applicable HUD regulations, a criminal conviction is not necessary to demonstrate serious violations of the lease. A list of prohibited activities are outlined in the One Strike Policy, is contained in the Admissions and Continued Occupancy Policy (ACOP) and is incorporated herein by reference.

1. The Resident Household is and shall ensure that no member of the Resident Household or guest shall engage in:

- a. Any criminal activity that threatens the health or safety of JCHA employees or representatives, or;
 - b. Any criminal activity that threatens the health, safety or right to safe and peaceful enjoyment of their residences by members of the Resident Household or other residents in the site, including not being registered as a Sex Offender, or;
 - c. Any drug-related criminal activity on or off the premises.
 - d. Any smoking of prohibited tobacco products in the NPHOIF's unit as well as restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the JCHA has designated as smoke-free.
 - e. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
2. The Resident Household shall ensure that no visitor engages in:
- a. Any criminal activity that threatens the health or safety of JCHA employees or representatives; or
 - b. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by members of the Resident Household or other site residents; or
 - c. Any drug-related criminal activity on the premises.
 - d. Any smoking of prohibited tobacco products in the NPHOIF's unit as well as restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the JCHA has designated as smoke-free.
 - e. To assure that no visitor of household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. The JCHA may evict a Resident Household in the following situations which shall be cause for terminating the tenancy as outlined in the Criminal Activity Policy incorporated herein by reference:
- a. When the JCHA determines that a household member is illegally using a drug or when the JCHA determines that a pattern of illegal use of a drug interferes with health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - b. When the JCHA determines there is any criminal activity in violation of subparts a, b, or c of paragraphs 1, and 2 above.

- c. For purposes of subpart c of paragraphs 1 and 2 above the term *drug related criminal activity* means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the controlled Substances Act, 21 U.S.C. 802).
4. The JCHA shall pursue the eviction of a Resident Household based on an arrest, and a criminal conviction is unnecessary to demonstrate violations of the Lease. In addition, the JCHA shall pursue evictions under Criminal Activity Policy based on egregious crimes committed by juveniles, as permitted by law.
5. Violence Against Women Act – (VAWA)
In accordance with Title VI of Public Law 109-162 and the applicable sections of the U.S. Housing Act of 1937, as amended, the JCHA is committed to preserving and protecting the right to safe, affordable housing for victims of domestic violence, dating violence, sexual assault or stalking. The JCHA will comply with any provision of Federal, State or local law that provides the greatest protection for victims of these criminal acts.

VAWA Protections (as per 24 CFR 5.2002):

Victims of domestic violence, dating violence, sexual assault, or stalking are eligible for protections without regard to sex, gender identity, or sexual orientation. The JCHA may not discriminate against any applicant, tenant or participant on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability or age. Guests, unassisted members, and live-in aides of the family are ineligible for VAWA protections that are available only to tenants and participants.

The JCHA may not deny admission to any applicant or terminate assistance to any tenant or participant on the basis of or as a direct result of the fact that the applicant, tenant or participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the person would otherwise qualify for assistance or admission.

The JCHA must provide applicants, tenants and participants with the VAWA Notice of Occupancy Rights (HUD- approved Form - 5380), which explains their rights under VAWA. The JCHA may also use the HUD-approved Form 5382 Certification, or other official documentation (i.e. police report, or letters from an attorney, victim services agency or medical professional, etc.), to be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under VAWA.

VAWA Remedies (as per 24 CFR 5.2005 and 24 CFR 5.2009):

The JCHA has established an Emergency Transfer Plan in compliance with the HUD-approved Form – 5381 and will provide the HUD-approved Form – 5383 Emergency Transfer Request Form if a VAWA victim makes a written request for a transfer to the JCHA. The JCHA may choose to bifurcate a lease, or remove a household member or lawful occupant from a lease to evict, remove, or terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, in compliance with 24 CFR 5.009, to provide protection under VAWA.

6. Pursuant to HUD Notice PIH 2017-03 which requires Smoke-Free Housing in accordance with 24 C.F.R. 965 and 966. The JCHA is a Smoke-Free Housing and prohibits the use of prohibited tobacco products in all JCHA conventional public housing living units, indoor common areas, administrative office buildings, community rooms or community facilities, public housing daycare centers, and laundry rooms. This policy also applies to outdoor areas within 25 feet from JCHA public housing and administrative office buildings. Prohibited tobacco products includes cigarettes, cigars, pipes, and waterpipes (hookahs).

IV. Other Obligations and Rules of Conduct

Violations of the general rules listed below by members of the NPHOIF Household, guests or visitors shall be considered serious violations of the terms and conditions of this Lease Agreement and are good cause for the JCHA to seek termination of the Lease Agreement. The NPHOIF Household is ENTIRELY RESPONSIBLE for the actions and conduct of ALL members of the household and ALL guests and ALL visitors of the household.

- a. All members of the NPHOIF Household, guests and visitors shall conduct themselves in a manner which is mindful and respectful of each other, neighbors, JCHA staff and representatives, of the unit being rented, and of JCHA properties as a whole. The NPHOIF Household shall ensure that no member of the household, guests or visitors act or speak in a manner which is abusive, threatening or harmful to members of the NPHOIF Household itself, or to neighbors and their families, or to JCHA staff and representatives, or in any way infringes upon the safe, peaceful enjoyment of the site by all residents.
- b. The NPHOIF Head of Household shall ensure that there are no controlled dangerous substances, controlled substance analogs, hashish, marijuana, narcotic drugs, or opiates in or about the townhouse or unit or any area assigned to the NPHOIF Household for its exclusive use. The terms controlled dangerous substances, controlled substance analogs, hashish, marijuana, narcotic drugs, or opiates shall have the same meanings here as they do in N.J.S.A. 2C:35-2 as presently written or as same may be amended from time to time.
- c. The NPHOIF Head of Household shall ensure that there are no destructive devices,, explosives, firearms, machine guns, handguns, rifles, shotguns, sawed-off shotguns, stun-guns, imitation firearms or assault firearms in or about the townhouse or unit or any area assigned to the NPHOIF household for its exclusive use unless the person in possession of any weapon set forth above has a valid permit or license to possess the weapon under state or federal law or is otherwise permitted under state or federal law to possess the weapon. It shall be the obligation of the NPHOIF to establish any exception hereunder. The terms destructive devices, explosives, firearms, machine guns, handguns, rifles, shotguns, sawed-off shotguns, stun-guns, imitation firearms or assault firearms shall have the same meaning here as they do in N.J.S.A.2C:39-1 as presently written or as same may be amended from time to time.

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- d. All members of the NPHOIF Household, guests and visitors shall exercise reasonable care of the unit being rented under this Lease Agreement and of the site as a whole. The NPHOIF Household shall ensure that no members of the NPHOIF Household, guest or visitors deface, damage, remove or destroy any part of the unit being rented, or of the building in which the unit is located or of neighboring buildings and grounds of the site.
- e. The NPHOIF Head of Household shall ensure that members of the NPHOIF Household, guests, and visitors take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises. Any fire on JCHA premises caused by carelessness, failure to supervise children, cigarettes, unattended light candles or unattended cooking will result in the NPHOIF reimbursing the JCHA for needed repairs caused by the fire and may be cause for termination of this Lease Agreement. Smoking in all public housing developments is a material violation of this Lease and the NPHOIF Household agrees to abide by all of the provisions of the JCHA Smoke Free Policy as outlined in the Admissions and Continued Occupancy Policy incorporated herein by reference.
- f. The NPHOIF Head of Household shall ensure that members of the NPHOIF Household, guests, and visitors shall dispose of all garbage, rubbish, and other waste from the unit in a sanitary and safe manner, and in accordance with local regulations and to refrain from, and cause members of NPHOIF's Household, guests, or visitors to refrain from, littering or leaving trash and debris in building common areas or on the grounds. The NPHOIF Household, guests and visitors are prohibited from utilizing any JCHA or JCHA-rented dumpster or roll-off container to dispose of waste and/or hazardous materials from outside companies and such use will be deemed a material violation of this Lease.
- g. The NPHOIF Household shall use reasonable care to keep the unit in such condition as to ensure proper health and sanitation standards for the NPHOIF Household and neighbors. NPHOIF shall notify the authority promptly of known need for repairs to the unit, and of known unsafe or unsanitary conditions in the unit, in common areas and grounds. NPHOIF's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- h. Should habitability of a unit become substantially impaired so that the NPHOIF Head of Household believes that he/she is justified in withholding rent, the NPHOIF shall be obligated to make prior notification to the Asset Manager *in writing* of the extent of the condition and of the intention to withhold rent. The NPHOIF understands that although it may withhold the alternative non-public housing rent, failure to pay the alternative non-public housing rent is a material violation of this Lease and grounds for termination. The NPHOIF Household understands that disputes regarding damage and repairs that cannot be resolved between the NPHOIF and the JCHA will be adjudicated in court.

- i. The NPHOIF Household shall use only in a reasonable and proper manner all water, electrical, sanitary, heating, ventilating, air conditioning and other facilities or utilities. Tampering with, disabling or removing utility company supplied equipment located anywhere on JCHA property or JCHA-supplied smoke or carbon monoxide detectors from within the unit or common hallways is grounds for termination of the Lease. The NPHOIF must immediately notify the JCHA if any smoke or carbon monoxide detectors are broken, missing or malfunctioning. The JCHA will charge any costs associated with repairing utility supplied equipment caused by a NPHOIF Household's tampering with, disabling or removing said equipment to the NPHOIF Household.
- j. The NPHOIF Household is and shall be obligated to promptly pay any bills for gas and electric service supplied and billed to the NPHOIF directly by the local gas and electric utility company. It is a serious violation of this Lease for electric and gas service to be disconnected due to the NPHOIF's failure to pay the gas & electric bill.
- k. The NPHOIF Household shall not install any television antennas or satellite dishes in or on the unit or within the common exterior areas without the prior written consent of the JCHA. Consent will be given if the JCHA determines that the installation does not create an unsafe condition, does not damage the JCHA's property, and otherwise complies with all lawful requirements. "The satellite dish cannot exceed one meter in diameter (3' 3" across) and must be professionally mounted and secured on the exterior of the building. The NPHOIF Head of Household is responsible to pay for any damages that may occur as a result of the satellite dish. It may not be installed on historic buildings, roofs, window frames, fire escapes or other common areas."
- l. The NPHOIF Head of Household is required to request, in writing, the installation of window guards in any apartment, townhouse or hallway, other than those on the first floor, where a child 10 years of age or younger resides. A window guard cannot be installed on windows providing access to a fire escape. The NPHOIF Household may not remove, tamper with or destroy the window guard and will be charged by the JCHA for any NPHOIF-caused damages. The NPHOIF's failure to report the need for repairs to the window guards in a timely manner shall be considered to contribute to any damage that occurs.
- m. The NPHOIF Head of Household shall ensure that members of the NPHOIF Household, guests, and visitors shall avoid obstructing sidewalks, areaways, passages, elevators, or stairs and to avoid using these for purposes, such as storing personal items, other than going in and out of the dwelling unit.
- n. The NPHOIF Household shall make no alterations or changes to the apartment's interior without prior written consent of the JCHA. It shall be the sole responsibility of the NPHOIF to either restore the apartment to its original condition or pay for the restoration by the JCHA as a result of any use of paint or coatings on walls, ceilings or other surfaces which alter the surface and result in work to restore it to the original condition.

- o. The NPHOIF Household may install private locks on interior or exterior unit doors but the JCHA must be provided with a contact name and phone number. In the case of an emergency, the JCHA will call the contact person who is required to respond immediately to unlock the door. If there is no response, the JCHA will break the lock and/or door, if necessary, and the NPHOIF will be responsible to pay for the repair.

Key Copies: NPHOIF who require an additional copy of a key must fill out a "Resident/Staff Key Request Form," located in the manager's office. For NPHOIF who have lost their keys, the Asset Manager will provide the NPHOIF with key(s) that the NPHOIF can bring to JCHA's designated locksmith. The quantity of keys to be provided will be limited to the amount approved on the request form. NPHOIFs are responsible for bringing the keys to be duplicated to JCHA's designated locksmith and paying the fee for the duplicate copy(ies). JCHA's designated locksmith will only accept request forms that have a raised seal and (2) signatures in blue ink signed by designated JCHA staff (no copies).

NPHOIF may request for locks to be changed and will be responsible to pay for this service.

- p. The NPHOIF Household shall remove any personal property left on JCHA property upon leaving, abandoning or surrendering the unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the JCHA as provided by state law. Costs for storage and disposal shall be assessed against the former NPHOIF Household as provided by state law.
- q. The NPHOIF Head of Household shall not assign the Lease nor sub-lease the unit and shall not give accommodation to boarders or lodgers.
- r. The NPHOIF Head of Household shall give prior written notice to the Asset Manager of the NPHOIF's intention to leave the unit unoccupied for any period exceeding two weeks.
- s. The NPHOIF Household will: remove from JCHA property any vehicles without valid NJ registration and inspection stickers; refrain from parking vehicles in any illegal space; remove inoperable or unlicensed vehicles; refrain from repairing vehicles on JCHA property; and abide by all the provisions of the JCHA Parking Policy.
- t. The NPHOIF Household agrees to comply with the requirements of applicable state and local building or housing codes, materially affecting the health and/or safety of the household members (i.e. no overcrowding in the unit and maintaining electric and gas services to the unit).
- u. The NPHOIF Household agrees not to commit any fraud in connection with any Federal housing assistance programs and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease..
- v. The NPHOIF Household is bound by obligations imposed upon the NPHOIF under federal regulations as presently set forth at 24 CFR 960.509 or as such regulations may from time to time be amended. These regulations are incorporated here by reference. Any conflict between the terms of this lease and the terms of the federal regulations are to be governed by the terms of the federal regulations.

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- w. Residents should not obstruct windows and doors in the unit. The use of foil and other similar materials over or in windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that a Resident removes or damages the window screen, a charge will be imposed and a cease and/or termination notice will be sent for each offense. A payment must be made within thirty (30) days from date the Resident receives notice of the charge. Throwing, placing or hanging anything out of a window is a violation of the lease and grounds for eviction.

V. Pets

- a. The NPHOIF Household is not permitted to keep, harbor or temporarily care for a pet without the *prior* written consent of the JCHA. Only one common household pet may be permitted upon execution of a Pet Agreement. Payment of a non-refundable ownership fee in the amount of \$100.00 and proof of current license and inoculations is required for each dog. Dogs cannot be more than 24 inches in height. Must be spayed or neutered. No Pit Bulls, Rottweilers, Chow Chows, Boxers, Akitas, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinschers, Press Canario or Dalmatians are allowed unless the owner can provide acceptable proof that the dog was in the household prior to 4/17/01 when the Pet Policy was first adopted. The fee will be waived for service animals.
- b. The NPHOIF's liability for damages caused by the pet is not limited to the amount of the ownership fee. The NPHOIF will be required to reimburse the JCHA for the actual cost of any and all damages caused by the pet.
- c. The JCHA may revoke permission to house a pet if the pet poses a health & safety concern due to dangerous behavior and/or causes any type of infestation due to lack of vaccination, improper physical care, unsanitary food storage or waste disposal and for failure to comply with the terms & conditions of the JCHA's Pet Policy and Pet Agreement.
- d. A full description of the Pet Policy is contained in the Admissions and Continued Occupancy Policy (ACOP) and is incorporated herein by reference.

VI. Continued Occupancy

A. Use of the Apartment:

The JCHA leases to the NPHOIF Head of Household (upon the Terms and Conditions set forth in this Lease Agreement) the unit to be occupied exclusively as the private and primary residence by the NPHOIF Household. It is not to be used or permitted to be used for any other purpose.

B. Changes in Household:

1. If the NPHOIF Household has a newborn child, acquires legal custody of a child or adopts a child the JCHA must be notified in writing within 10 days of the occurrence. A birth certificate and/or documentation of custody or adoption (i.e. a court order) is required. The NPHOIF Household may not accept custody of a child placed by the New Jersey Division of Child Protection and Permanency (DCP&P) or other similar agencies and may not accept custody of a foster child without the prior written consent of the JCHA.
2. If circumstances of the NPHOIF Household require the addition of a "live-in aide" (as defined in Section 966.4 of the Code of Federal Regulations), the NPHOIF Household must seek and receive JCHA written approval prior to the live-in aide moving into the unit.
3. The household composition may not be altered without the prior written consent of the JCHA. The JCHA may consider an individual for eligibility as a *live-in aide*, subject to JCHA approval.
4. If the NPHOIF Head of Household vacates the unit (e.g. moves out or dies) a remaining adult, who is listed on the most current lease, must apply to become the new NPHOIF Head of Household. The remaining family member(s) must be processed for continued residence at the site (including appropriate background checks) and enter into a new NPHOIF Lease.
5. The new NPHOIF Head of Household may assume any outstanding debt owed to the JCHA by the former Head of Household and enter into a payment agreement. The JCHA will not hold a remaining family member responsible for debt incurred by the former NPHOIF Head of Household during the period prior to the new NPHOIF Head of Household attaining the age of 18. The new NPHOIF Head of Household will be required to pay a security deposit of up to one month's rent.
6. In the case of a single person household, the Lease will be terminated upon the NPHOIF's move from the unit or upon their death.

7. If a member of the household moves out of the unit, the NPHOIF Head of Household, or spouse must inform the JCHA in writing within 10 days of the occurrence and provide documentation of new address. Acceptable forms of documentation include a residential lease or utility bill evidencing the new address. The JCHA will then remove the individual from the NPHOIF Lease Agreement.

For the purpose of this paragraph, a NPHOIF member of the household moving out involves both a voluntary or involuntary move. An involuntary move would include, but is not limited to, incarceration for at least 30 days. If a minor child is incarcerated, they will not be removed from the Lease Agreement unless the NPHOIF Head of Household voluntarily removes them and provides proof of their residence upon release.

However, a NPHOIF member of the household who is attending college, is enlisted in the U.S. Armed Forces, is incapacitated or disabled, is temporarily living away from the unit while attending college, fulfilling a military obligation, or receiving medical treatment is not considered to have moved out and will not be removed from the Lease Agreement. The NPHOIF Household will provide information requested by the JCHA in order to determine whether a household member qualifies for the exemptions to occupancy set forth in this paragraph. The information will be provided within 10 days of the date of any written request unless the parties otherwise agree in writing to a different time period.

C. Re-certification of Family Composition:

All NPHOIF households must annually re-certify the household's family composition in accordance with HUD'S regulations and JCHA Admissions and Continued Occupancy Policy as follows:

When the request is made, the NPHOIF Head of Household agrees to supply the JCHA with accurate information about NPHOIF household composition, age of NPHOIF household members, assets and source and amounts of income of all household members. This information will be used by the JCHA to decide whether the unit is still appropriate for the Resident's needs.

If a Resident Head of Household resides in a building that has been designated for elderly residents only and, upon the successful completion of background screening, receives JCHA approval to add a spouse who is younger than the designated age requirement of the building, the younger spouse may be required to transfer, in accordance with Section VII below, if the Head of Household moves or deceases.

VII. Transfers

There may be occasions when the NPHOIF Household will need to transfer from one unit to another in the site or to a unit at another site owned by the JCHA. In this event, the following applies:

- A. If a NPHOIF Head of Household makes a written request for special unit features in support of a documented disability or handicap, the JCHA shall in its sole discretion have the choice to modify the existing unit to the extent possible, transfer the NPHOIF Household to another unit at the Site with the features requested. .
- B. In cases where the JCHA offers to transfer a NPHOIF Household to a unit within the site, the JCHA shall serve the NPHOIF Household with a written transfer notice which provides no more than 15 days in which to move following receipt of a transfer notice. In all other transfer cases the written transfer notice will set forth the time within which the transfer must occur but in no event will the NPHOIF be given less than 30 days within which to move. The failure or refusal of the NPHOIF Household to transfer to another unit within the same site, in the time and manner set forth in the transfer notice is a serious and material violation of this Lease and will be grounds for termination of this Lease Agreement.
- C. In accordance with Title VI of Public Law 109-162 and JCHA Policy, if a NPHOIF is claiming to be a victim of a domestic violence crime and is requesting an Emergency Transfer, they must submit a written request to the JCHA. In addition, the NPHOIF may also use the HUD-approved Form 5382 Certification, or other official documentation (i.e. police report, or letters from an attorney, victim services agency or medical professional, etc.), to be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under VAWA.

VIII. Inspections

The JCHA will routinely inspect all units at each site. The Asset Manager will (except in emergencies) provide advance written notice of the day and approximate time scheduled for any inspection. The NPHOIF is required to provide access or reschedule the inspection at least 24 hours in advance of the scheduled appointment. Inspection will be scheduled as follows:

- A. **Move-in inspections:** The JCHA and the NPHOIF Head of Household will jointly inspect the unit prior to occupancy by the NPHOIF at which time the JCHA will furnish to the NPHOIF a written statement of the condition of the unit and the equipment provided with the unit. The statement shall be signed by the NPHOIF and the JCHA and shall be retained by the JCHA in the NPHOIF's folder. A second preventative maintenance and housekeeping inspection will be scheduled within 90 days of move-in. If results are satisfactory, inspections will be scheduled semi-annually. If results are unsatisfactory, the JCHA will re-inspect as necessary.

- B. Annual inspections:** Inspections will be scheduled at least once annually. The Asset Manager or his/her designee will inspect the unit to determine any maintenance and repair requirements, and evaluate housekeeping in accordance with Housekeeping Standards. If results are unsatisfactory re-inspection will take place until JCHA is satisfied with standards of upkeep. Failure to comply with JCHA's Housekeeping Standards shall be grounds for terminating the Lease.
- C. Move-out inspections:** The NPHOIF Head of Household must give JCHA at least 30 days written notice prior to the first of the month if he/she intends to move from the unit. Subsequently, the Asset Manager will schedule a preliminary inspection to determine if charges are due for damages. A NPHOIF Household member can participate in this inspection unless the NPHOIF Household vacates without notice to the JCHA. The final move-out inspection will take place within three working days after move-out. The JCHA will furnish the NPHOIF with a statement of any charges to be made in accordance with the JCHA's posted schedule of charges and will itemize any applicable deductions from the security deposit.
- D. Other inspections:** If at any time the JCHA reasonably believes that unsanitary conditions or conditions in violation of building codes exist, the JCHA shall have the right to perform appropriate inspection(s). The NPHOIF Household will be notified of the time, date and reason for the inspection in writing and will have the right to be present except in emergencies. The NPHOIF Household will be notified in writing of the results.

IX. Entry of the Unit by the JCHA

- A. There will be occasions when the JCHA, as owner, will need access into the unit. When this necessity arises, the JCHA is obligated as follows:
1. The JCHA shall give the NPHOIF Household at least 48 hours written notice that the JCHA intends to enter the unit to perform non-routine maintenance or modernization work. The JCHA will make best efforts to enter at reasonable times (8 AM-5 PM) unless pre-scheduled with the NPHOIF for a later time.
 2. The JCHA may enter NPHOIF Household's unit at any time without written advance notice when there is reasonable cause to believe that an emergency exists. In any case, any member of the NPHOIF Household who is at home should request that the individual employee provide proper identification and explain the need for entry.
- B. The NPHOIF Head of Household agrees that a duly authorized agent, employee, or contractor of the JCHA will be permitted to enter NPHOIF's unit during reasonable hours (8 AM to 5 PM) to perform routine maintenance, make improvements or repairs, inspect the unit, exterminate for infestation or show the unit for releasing. Refusal to allow entry is a serious violation of this Lease Agreement.

- C. When the NPHOIF Household calls to request maintenance in the unit, the JCHA shall attempt to provide such maintenance at a time convenient to NPHOIF. The NPHOIF must make every effort to be at home when such maintenance is scheduled. Any fees incurred by the JCHA as a result of the NPHOIF Household not being at home for scheduled maintenance will be passed on to the NPHOIF Household. All fees will be due and owing within 30 days after being invoiced.
- D. In the event of an emergency, if the NPHOIF Head of Household and all adult members of the household are absent from the apartment at the time of entry, the JCHA shall leave in the unit a written statement stating the date, time and purpose of entry prior to leaving the unit.

X. JCHA Obligations

As owner, the JCHA is obligated to provide the following services:

- A. Maintain the unit in a decent, safe and sanitary condition, except for those maintenance tasks for which the NPHOIF is responsible.
- B. Comply with the requirements of applicable building and housing codes and HUD regulations materially affecting health and safety.
- C. Make necessary repairs to the unit except for those tasks routinely completed by the NPHOIF.
- D. Keep building, facilities, and common areas, not otherwise assigned to the NPHOIF Household for maintenance and upkeep, in a clean and safe condition.
- E. Maintain in good and safe working order and condition, electrical, plumbing, sanitary, ventilating, and other facilities and appliances, supplied by the JCHA.
- F. Provide and maintain receptacles and facilities for the deposit of garbage, rubbish, recyclable items, and other waste removed from the unit by NPHOIF, as required by this Lease Agreement.
- G. Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (in compliance with local building and housing codes).
- H. Notify the NPHOIF of the specific grounds for any proposed adverse action by the JCHA.
- I. Notify the NPHOIF when the JCHA is required to afford the NPHOIF the opportunity for a hearing under the JCHA grievance procedure for a grievance concerning a proposed adverse action.
- J. Upon written request by the NPHOIF, provide, install and maintain child-protection window guards on windows within a unit and on windows in public halls in a building in which a child or children 10 years of age or under reside.

XI. Defects Hazardous to Life, Health or Safety

When a dangerous condition exists which is hazardous to life, health or safety:

- A. Any member of the household shall immediately notify the JCHA of any such defect, condition or damage.
- B. The JCHA shall be responsible for correcting or abating the problem within 24 hours if an emergency or within 72 hours if a non-emergency. However, if the damage was caused by the NPHOIF Head of Household or member of his/her household or his/her guest or visitor, the reasonable cost of resolving the problem shall be charged to the NPHOIF Household. All charges are due and owing within 30 days after being invoiced.
- C. The JCHA shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. The NPHOIF shall accept any replacement unit offered by the JCHA. If the dangerous condition was caused by the negligence of the NPHOIF Household, guests or visitors, the NPHOIF Household will be responsible to pay for the costs of repairing the damage and may be subject to termination of tenancy.
- D. If the JCHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of the NPHOIF and the NPHOIF refuses alternative accommodations, this Lease shall be terminated in compliance with applicable state law, and any rent paid will be refunded to the NPHOIF.

XII. Written Notices

All Notices to NPHOIF Households required under this Lease Agreement or required by federal law or State law shall be in writing and delivered to the NPHOIF Head of Household or another adult member of the NPHOIF Household or sent by prepaid first class mail, properly addressed to the NPHOIF Household at the address set forth in this lease. All notices to the JCHA required under this Lease Agreement or required by federal law or State law shall be in writing and shall be delivered to the Asset management office or the JCHA central office or sent by prepaid first-class mail properly addressed to the Asset management office or the central office.

XIII. Revisions of the NPHOIF Lease Agreement

- A. The JCHA may in its sole discretion revise or modify this NPHOIF Lease Agreement.
- B. The JCHA shall provide thirty (30) days written notice to NPHOIFs setting forth any proposed change in the NPHOIF Lease Agreement used by this site and providing NPHOIFs an opportunity to present written comments which shall be taken into consideration by the JCHA prior to the formal adoption of any new NPHOIF Lease Agreement in accordance with federal regulations.
- C. After the notice period provided in paragraph XIII (B), the JCHA may offer a revision to the NPHOIF Lease Agreement used by this site to the NPHOIF Household. The JCHA must give the NPHOIF Household written notice of the offer of a revision at least 30 days before it is scheduled to take effect. The written notice will specify the time within which it must be accepted by the NPHOIF Household. This NPHOIF Lease Agreement may be terminated if the NPHOIF Household fails to accept the JCHA's offer to revise an existing NPHOIF Lease Agreement.

XIV. Termination of the NPHOIF Lease Agreement

In terminating the NPHOIF Lease Agreement, the following procedures shall be followed by the JCHA and NPHOIF Head of Household:

- A. The JCHA may terminate the tenancy only for serious or repeated violations of material terms of the NPHOIF Lease such as failure to make payments due under the NPHOIF Lease, fulfill NPHOIF obligations described in the NPHOIF Lease, or for other good cause and only by bringing a court action to evict the NPHOIF from the unit. Other good cause includes but is not limited to: (1) criminal activity, drug related criminal activity, alcohol abuse, and registration as a Sex Offender, as provided elsewhere in the NPHOIF Lease; (2) discovery after admission of facts that would have made the NPHOIF ineligible for admission; (3) discovery of material false statements or fraud by the NPHOIF in connection with an application for assistance or with re-examination of income; (4) and (5) failure to accept the JCHA's offer of a NPHOIF Lease revision to an existing NPHOIF Lease. (6) for breach of a Stipulation Agreement; (7) for engaging in criminal acts of physical (domestic) violence crimes as per Public Law 109-162, the Violence Against Women Act (VAWA), and the JCHA's Criminal Activity Policy, as amended.; (8) for other "good cause" reasons as more fully described in the Admissions and Continued Occupancy Policy (ACOP) and/or set forth in other sections of the NPHOIF Lease Agreement, such as failure to allow inspection of the unit, subletting of the premises, failure or refusal of a household under a Revitalization Plan to relocate, etc.

- B. The JCHA shall, unless otherwise provided by federal law, give written Notice of the proposed termination of the NPHOIF Lease Agreement to the NPHOIF Head of Household as follows: (i) 14 days in the case of failure to pay rent; (ii) a reasonable period of time considering the seriousness of the situation but not to exceed 30 days if: (a) the health or safety of other NPHOIFs, JCHA employees, or persons residing in the immediate vicinity of the premises is threatened such as tampering with, disabling or removing utility company supplied equipment located anywhere on JCHA property or JCHA-supplied smoke or carbon monoxide detectors from within the unit or common hallways or other threats to health and safety, (b) if the NPHOIF's unit is uninhabitable and the NPHOIF refuses alternative accommodations, (c) failure to meet NPHOIF Obligations, (d) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or (e) if any member of the household has been convicted of an offense which carries a maximum term of imprisonment of more than one (1) year; (iii) 30 days in any other case except that if a State or local law allows a shorter notice period, such shorter period shall apply.
- C. The Notice shall state specific reasons for the termination. It shall inform the NPHOIF Head of Household of his/her right to make such reply as he/she may wish, and of the NPHOIF's right to examine JCHA documents directly relevant to the termination or eviction.
- D. The Notice shall also inform NPHOIF of the right to request a grievance hearing in accordance with the JCHA's grievance procedures. Pursuant to the grievance procedure, the tenancy shall not terminate until the period to request a hearing has expired. This paragraph does not apply to termination actions based upon criminal activity and drug-related criminal activity as provided by federal regulation.
- E. Any Notice to Quit which is required by State or local law may be combined with, or run concurrently with, the Notice of NPHOIF Lease Agreement termination under this section. The Notice to Quit must be in writing, and specify that if the NPHOIF Household fails to vacate the unit within the applicable statutory period, appropriate action will be brought against him/her, and he/she may be required to pay the court costs and associated fees as permitted by federal regulation.

The NPHOIF Head of Household may terminate this NPHOIF Lease Agreement at any time by giving thirty (30) days written notice prior to the first of the month (e.g. if the NPHOIF Head of Household intends to vacate on March 1st, the JCHA must receive notice no later than January 30th). The NPHOIF Head of Household must leave the apartment in broom-clean and good condition, except for normal wear and tear, and is required to return the keys to the unit upon moving. The tenancy will not be considered terminated and the NPHOIF will be responsible for the rent until the keys are returned. If the NPHOIF vacates prior to the end of the thirty (30) day notice, they will be responsible for the rent through the end of the notice period or until the unit is re-rented, whichever occurs first. If the NPHOIF moves without notice, "skips out" or otherwise abandons the unit, the JCHA will take legal possession and dispose of any personal items in accordance with New Jersey State law. The JCHA may pursue legal action to recover any outstanding rent and costs owed by the NPHOIF Household upon move-out.

XV. Court Fees

In the event eviction proceedings are instituted by or on behalf of the JCHA for possession of the leased premises due to the NPHOIF Household's failure to pay rent, utility and maintenance charges, or any other violation of this NPHOIF Lease or for other good cause, the NPHOIF agrees to pay the court fees associated with filing the eviction action and issuing the warrant of removal which are incurred by the JCHA to remove the NPHOIF Household. Said fees and costs, if applicable, will be due and owing within 30 days after being invoiced. Failure to pay rent or other payments is a material violation of the NPHOIF lease and is grounds for termination of the NPHOIF Lease Agreement.

XVI. Grievance Procedure

All disputes concerning the obligations of the NPHOIF Household or the JCHA shall be resolved in accordance with the JCHA grievance procedure which is incorporated herein by reference except as provided in 24 CFR 966.51(a)(2)

XVIII. Waiver

The failure of the JCHA or the NPHOIF Household 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.

This Lease represents the entire agreement between the parties. There are no promises, agreements or representations made other than as set forth in this Lease. This Lease shall be construed in accord with New Jersey law.

XIX. Execution

By NPHOIF's signature below, NPHOIF Head of Household and Household agree to the Terms and Conditions of this Lease Agreement and all additional documents made a part of the Lease Agreement by reference.

RIGHT OF RE-ENTRY: The JCHA (landlord) reserves and the NPHOIF Head of Household does hereby agree, that the JCHA has retained a right of re-entry into the premises should there be a violation or breach by the NPHOIF Household of any of the covenants or agreements contained in the Lease or in this Addendum. Should the NPHOIF hold over and continue possession of the premises or any part thereof after an alleged breach or violation of any covenant or agreement of the Lease or any Addendum to the Lease, the JCHA will serve written notice of the termination of said tenancy and demand that the NPHOIF remove from the premises within the time prescribed by law.

By the signature(s) below the NPHOIF also acknowledges that the Provisions of this Lease Agreement have been received, thoroughly explained and understood.

CONFLICT WITH OTHER PROVISIONS OF THE LEASE: In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

CERTIFICATION: I have read and understand all provisions of this Addendum and agree that all other conditions of the original lease and addenda, except those changed by this separate and subsequent Addendum, shall remain in effect.

NPHOIF HEAD OF HOUSEHOLD SIGNATURE	JCHA SIGNATURES
BY: (TYPE OR PRINT NAME OF HEAD OF HOUSEHOLD)	BY: (TYPE OR PRINT NAME OF JCHA REPRESENTATIVE)
(SIGNATURE AND DATE)	(SIGNATURE AND DATE)

HEAD OF HOUSEHOLD: _____ DATE: _____

ADULT MEMBER _____ DATE: _____

ADULT MEMBER _____ DATE: _____

ADULT MEMBER _____ DATE: _____

ADULT MEMBER _____ DATE: _____

ASSET MANAGER: _____ DATE: _____

WITNESS: _____ DATE: _____

In case of emergency, please contact _____ at phone # _____

NPHOIF'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. I further certify that all information or documentation submitted by myself or other Household members to the JCHA in connection with any Federal Housing Assistance program (before and during the Lease Agreement term) are true and complete to the best of my knowledge and belief.

NPHOIF Head of Household's Signature

Date