

# **PUBLIC HOUSING LEASE AND ADDENDA**



*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 Resident Head of Household, \_\_\_\_\_ and family. This Lease shall be for a term of twelve (12) months and is automatically renewable for successive months unless properly terminated according to the terms of this Lease and the laws of the State of New Jersey.

This Lease Agreement describes the roles, rights and responsibilities of both the Resident 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 Resident 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 Resident 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 Resident Household.

- c. The JCHA leases to the Resident 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 Resident 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 monthly rent determined by the JCHA in accordance with federal regulations and other requirements. The amount of the rent is subject to change in accordance with federal regulations. The initial monthly rent at the beginning of the initial lease term is \$ \_\_\_\_\_. The JCHA shall give the Resident Head of Household written notice stating any change in the amount of rent and when the change is effective.
2. Thereafter, 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.

The late fee will be waived for elderly/disabled Heads of Household whose only source of income is derived from a fixed source, such as Social Security, and the receipt of the income is delayed through no fault of their own.

3. Failure to pay rent or other payments is a material violation of this Lease Agreement and is grounds for termination of the Lease Agreement.
4. Rent and other fees can be paid in person at:

*The Management Office at JCHA Public Housing Sites*

5. Upon beginning the tenancy and prior to a change in the rent, the Resident shall be offered the option of having the rent determined under the Formula Method or the Flat Rent method. These methods of rent determination are set forth in accordance with the federal Department of Housing & Urban Development (HUD) regulations and the JCHA's rent determination policy and are incorporated herein by reference. By initialing below, the Resident acknowledges that these methods have been carefully reviewed with the Resident and the Resident understands how these formulas apply and has chosen to have initial rent determined by the Flat Rent Method \_\_\_\_\_ or by the Formula Method \_\_\_\_\_ (initial one).

**B. Security Deposit:**

1. The Resident Household agrees to pay an amount equal to the resident's portion of one month's rent, or the minimum rent whichever is greater, as a security deposit. The Resident Household's security deposit, in the amount of \$ \_\_\_\_\_ is due and payable prior to the Resident Household taking occupancy of the unit. Residents who have security on deposit with the JCHA as of December 31, 2002 will not be required to supply the JCHA with additional security.
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 Resident 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 Resident, Household members, guests and/or visitors.
4. The Resident Household may not use the Security Deposit to pay rent or other charges or make any withdrawals for any reason while Resident Household occupies the unit. No refund of the Security Deposit will be made until after the Resident 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 Resident Household within 30 days after the Resident Household moves out, less any deductions for any charges and/or fees indicated above, so long as the Resident 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 Resident 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 Resident Household shall be required to pay reasonable charges for damages beyond ordinary wear and tear caused by the Resident 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 Resident's control, the charge may be waived and the Resident will not be billed. In the case of a charge to the Resident, the Resident 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 Resident Household. The JCHA will not be liable for the failure to supply water, sewer, heat or hot water for any cause beyond its control. Resident 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 Resident by a local gas & electric company must be in the name of the Resident 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     Water/Sewerage

At certain developments where the resident is responsible to pay all or a portion of the utilities directly to the utility provider, the JCHA shall provide the resident with a monthly Utility Allowance. If the utilities are shut off by the utility provider for an outstanding balance owed, the JCHA will not issue a monthly Utility Allowance check until the utilities have been restored. Upon proof from the resident that the utilities have been restored, the Utility Allowance will resume the following month. No Utility Allowance will be provided during the period that the utilities are shut off. The resident must provide proof that all utilities have been restored prior to resuming the issuance of a Utility Allowance.

**NOTE:** For Resident Households paying the Flat Rent, the utility allowance will be deducted from the Flat Rent amount.

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 non-elderly/disabled for the **first air conditioner** and \$25/mo for each **additional one**. For **senior citizen (62 years of age or older)** and disabled Heads of Household, the charge is \$5/mo for the **first air conditioner** and \$10/mo for each **additional one**. Residents of Berry Gardens, specifically 199 Ocean Ave. and 92 Danforth Ave. will not be charged for the first air conditioner but will be charged \$5/mo for the second one and \$10/mo for each additional one. 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 \$20/mo. for Deep Freezers will be charged and \$5/mo for **senior citizen and disabled Heads of Households**. \$10/mo. will be charged for Electric Dryers, & Dishwashers and \$5/mo for **senior citizen and disabled Heads of Households** per appliance. \$15/mo will be charged for Clothes Washers and \$7.50 for **senior citizen and disabled Heads of Households**.

- ( ) 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. Resident Obligations/Criminal and Drug Activity/One-Strike Policy**

**Conduct of Residents, 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.
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.
3. The JCHA may evict a Resident Household in the following situations which shall be cause for terminating the tenancy as outlined in the One Strike 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 One Strike based on egregious crimes committed by juveniles, as permitted by law.

5. If a tenant has been evicted based on a One Strike violation and the charges against the tenant are dismissed—not pled down to a lesser offense—if the tenant previously resided in public housing, then that tenant shall be offered the next available appropriately-sized public housing unit.

***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.

The JCHA will not deny admission to any applicant on the basis that they are or have been a victim of domestic violence crimes if the applicant otherwise qualifies for assistance or admission.

If an applicant or resident is or has been a victim of domestic violence, dating violence, sexual assault or stalking, they must submit a form HUD-approved 50066 certification and other acceptable and official documentation (i.e., police report, or letters from Prosecutors office, victim services agency or medical professional, etc.) to the Asset Manager to verify the incident. The documentation must be received within 14 business days of notification to the JCHA that the individual is or has been a victim of these domestic violence crimes.

**IV. Other Obligations and Rules of Conduct**

Violations of the general rules listed below by members of the Resident 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 Resident 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 Resident 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 Resident 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 Resident 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 Resident 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 Resident 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 Resident 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 resident 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 resident 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.
- d. All members of the Resident 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 Resident Household shall ensure that no members of the Resident 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 Resident Head of Household shall ensure that members of the Resident 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 resident 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 Resident 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 Resident Head of Household shall ensure that members of the Resident 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 Resident's Household, guests, or visitors to refrain from, littering or leaving trash and debris in building common areas or on the grounds. The Resident 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 Resident Household shall use reasonable care to keep the unit in such condition as to ensure proper health and sanitation standards for the Resident Household and neighbors. Resident 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. Resident'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 Resident Head of Household believes that he/she is justified in withholding rent, the Resident 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 Resident understands that although it may withhold the rent, failure to pay the rent is a material violation of this Lease and grounds for termination. The Resident Household understands that disputes regarding damage and repairs that cannot be resolved between the Resident and the JCHA will be adjudicated in court.
- i. The Resident 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 resident 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 Resident Household's tampering with, disabling or removing said equipment to the Resident Household.
- j. The Resident Household is and shall be obligated to promptly pay any bills for gas and electric service supplied and billed to the Resident 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 Resident's failure to pay the gas & electric bill.
- k. The Resident 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 resident 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, fires escapes or other common areas."

- l. The Resident 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 Resident Household may not remove, tamper with or destroy the window guard and will be charged by the JCHA for any resident-caused damages. The Resident'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 Resident Head of Household shall ensure that members of the Resident 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 Resident 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 Resident 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 Resident 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 resident will be responsible to pay for the repair.
- p. The Resident 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 Resident Household as provided by state law.
- q. The Resident Head of Household shall not assign the Lease nor sub-lease the unit and shall not give accommodation to boarders or lodgers.
- r. The Resident Head of Household shall give prior written notice to the Asset Manager of the Resident's intention to leave the unit unoccupied for any period exceeding two weeks.
- s. The Resident 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 Resident 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 Resident 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. The Resident Household understands that fraud includes the failure to report all household income to the JCHA.
- v. The Resident Household is bound by obligations imposed upon the Resident under federal regulations as presently set forth at 24 CFR 966.4(f) 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.

#### **V. Pets**

- a. The Resident 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 Resident's liability for damages caused by the pet is not limited to the amount of the ownership fee. The Resident 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 Resident 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 Resident Household. It is not to be used or permitted to be used for any other purpose.

**B. Changes in Household:**

1. If the Resident 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 Resident Household may not accept custody of a child placed by the New Jersey Division of Youth and Family Services (DYFS) 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 Resident Household require the addition of a "live-in aide" (as defined in Section 966.4 of the Code of Federal Regulations), the Resident 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 Resident Head of Household vacates the unit (e.g. moves out or dies) a remaining adult, who is listed on the most current certificate of Continued Occupancy form, must apply to become the new Head of Household. The remaining family member(s) must be re-certified as to their eligibility for residence at the site (including appropriate background checks) and enter into a new Lease.
5. The new 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 Head of Household during the period prior to the new Head of Household attaining the age of 18. The new 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 Resident's move from the unit or upon their death.

7. If a member of the household moves out of the unit, the Resident 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 Lease Agreement.

For the purpose of this paragraph, a 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 Head of Household voluntarily removes them and provides proof of their residence upon release.

However, a 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 Resident 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.

8. The Resident Household shall provide all necessary information for the JCHA to re-certify the family size of the household to determine continued compliance with occupancy standards. If the removal of a member of the household, for any reason, results in an under-utilized unit size, the household may be required to transfer into an appropriately sized unit. Failure of the Resident Household to comply is a material violation of this Lease and may result in termination of tenancy.

**C. Re-certification of Family Composition:**

All 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 Resident Head of Household agrees to supply the JCHA with accurate information about household composition, age of 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.

**D. Rent Re-determination:**

For households paying rent determined by the Formula Method, the JCHA will annually conduct a recertification of family circumstances. The results of the recertification determine (1) whether the family is housed in the correct unit size; (2) whether the family has complied with the Community Service/Self-Sufficiency Requirement; 3) whether the family is paying the correct amount of rent; and 4) whether any adult member of the household is a Registered Sex Offender.

For households paying rent determined by the Flat Rent method, the JCHA must re-certify everything listed above every year except for the household's income which **will be verified every three (3) years.**

The JCHA will re-certify all households' income according to the procedure outlined below:

1. In certifying income, the Head of Household agrees to supply the JCHA with accurate information about: anticipated income and source for all household members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. This information will be used by the JCHA to decide the amount of rent that should be charged in accordance with HUD regulations and JCHA's Admissions and Continued Occupancy Policy as follows:
2. For the income recertification, the Resident Head of Household is required to sign an Authorization for the Release of Information. This is a consent form that authorizes the JCHA to obtain information about the Resident Head of Household and members of the family who will reside in the unit concerning employment income from current and previous employers. All information supplied during recertification must be verified. Resident Head of Household agrees to comply with JCHA requests for verification by signing releases for third-party source, presenting documents for review, or providing other suitable forms of verification.
3. Failure to supply all requested family, income and other required recertification information, in the time specified by the JCHA, regardless of whether rent is paid in accordance with the Flat Rent or the Formula Method, is a serious violation of the terms of the Lease Agreement.

- a. The Head of Household will supply the information requested by the JCHA in the time and in the manner set forth in the JCHA's written notice. Failure to comply is a material violation and will result in the JCHA seeking a legal remedy to terminate the Lease Agreement.
  - b. The JCHA will notify the Resident Household of the amount of rent that is due and owing by sending the Resident Household a Rent Change Notice. The Rent Change Notice will require that the unpaid rent be paid 30 days after the Rent Change Notice is delivered to the Resident Household. If the Resident Household fails to pay the outstanding rent on that date then the JCHA may terminate the tenancy for non-payment of rent.
4. If it is found that the Resident Head of Household has committed fraud or has otherwise underreported household income in connection with obtaining and/or continuing this Lease Agreement by a misrepresentation of facts, the fraud or the underreporting of income will be grounds for termination of this Lease Agreement and may jeopardize future housing assistance under any federal program. The Resident Head of Household will be liable to reimburse the JCHA for rent due as a result of any fraud or underreporting of income in accordance with the JCHA Repayment Agreement.
  5. The rent WILL increase during the period between regular annual recertifications to reflect increases in income, as well as if (1) a new household member with income has passed the background screening and has been added to the lease; (2) the re-certification of the Resident Household was delayed until the resolution of a legal tenancy issue; (3) the income reduction was temporary (60 days or less); (4) due to misrepresentation or under-reporting of income; or (5) the income increases for any other reason. The rent will decrease if the Resident can verify a change in his/her income that would justify a reduction in rent. An Interim re-determination will be conducted and the increase or decrease in rent will become effective within a 30 day period and upon notice to the resident regarding the rent change. An interim re-certification will be conducted and the rent will increase if the income increases by \$200 or more per month or at least \$2,400 annually upon a 30-day-day notice of rent change. During the annual re-certification period, if the income increases by any amount, that amount will be used to calculate the rent increase.

Families are not required to, but, may at any time, request an interim recertification based on a decrease in income (*except for a decrease that lasts less than 60 days*), an increase in allowable expenses, or other changes in family circumstances. Upon such request, the JCHA will take timely action to process the interim recertification and recalculate the resident's rent.



If a rent reduction is granted, the Resident Head of Household must report a subsequent income increase within 10 days of occurrence. If it is found that the Resident head of Household misrepresented the facts in regard to income, resulting in the Household paying a lower rent than it should have, the JCHA may increase the rent retroactive to the first of the month following the month in which the misrepresentation occurred.

**E. Special Re-certifications:**

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the JCHA may schedule special re-certifications every sixty (60) days until the income stabilizes and an annual income can be determined.

When families report zero income, and have no income excluded for rent calculation purposes, the JCHA has an obligation to pursue verification of income that reflects the family's lifestyle. The Head of Household will be required to sign a Certification of Zero Income form indicating that they do not receive any income. Additionally, they will be required to complete a Zero Income Checklist and Worksheet form that asks residents to estimate how much they spend on items such as food, paper products, cable TV, transportation, etc., and whether any of the costs are being paid or provided by an individual outside of the household. If any such payments or items are being received, they are considered income.

For families who report a temporary decrease in income (for 60 days or less) as a result of a short-term disability or other situation, the JCHA will reduce the rent accordingly but may perform a Special Recertification every 60 days until a reasonably accurate estimate of income can be made.

**F. Community Service:**

According to HUD regulation, every adult Public Housing resident is required to, either 1) contribute eight hours per month of Community Service or 2) participate in an economic or self-sufficiency program, unless he/she is exempt for reasons listed below:

- Senior citizens (62 years or older)
- Persons who are blind or disabled
- Residents who care for persons with disabilities
- Employed residents or residents who are already engaged in any work activity or self-sufficiency program
- Residents engaged in vocational educational training (not to exceed 12 months with respect to any individual) or in job-skills training directly related to employment

- Residents receiving TANF (Note: if the Head of Household is complying with all Program requirements, then every adult member of the household is exempt from the Community Service Requirement.)
- Meets requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program; or
- Is 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. 601 *et seq.*) or under any other welfare program of the State 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.

At recertification, the JCHA must certify that each adult family member is either exempt from the requirement or indicate what eligible activity the non-exempt resident will engage in each month for the following year. The resident is required to provide any necessary verification to establish his/her exemption from or compliance with the requirement. HUD requires that the JCHA not renew the lease if there continues to be non-compliance.

If the resident is non-compliant with the Community Service Requirement, the JCHA will forward a notice of non-compliance and allow the resident to enter into an agreement to complete the delinquent hours as well as the required hours of Community Service for the current period. Residents who dispute the JCHA's determination of non-compliance may request a grievance hearing and seek a legal remedy from termination of tenancy.

**G. Termination of Tenancy when Unit is Pending a Sale: (*For Dwight Street Homes Residents Only*)**

1. If the building in which the Resident Household's unit is pending a sale by the JCHA to a new owner under any federal homeownership programs pertaining to the JCHA development where this unit is located, then the Resident Head of Household shall, upon written request of the JCHA, apply for a Housing Choice Voucher (Section 8) and shall, if approved for the Housing Choice Voucher (Section 8), enter into a Lease with the new owner to take effect at the time the property is sold or as otherwise may be provided by the JCHA in a written notice to the Resident Household.
2. If the Resident Household refuses to apply for a Housing Choice Voucher (Section 8) in the time and manner set forth in the JCHA notice and/or is deemed ineligible for Section 8 (i.e. based on income), then the resident may be offered the option to transfer into another appropriately-sized unit at a JCHA site. If the resident refuses to move, this refusal will be deemed a serious and material violation of the terms of this Lease for which the tenancy may be terminated and the Resident Household evicted.

3. The Resident Household may not refuse to apply for a Housing Choice Voucher (Section 8) and/or transfer to another JCHA site to unreasonably delay the homeownership purchase process. This refusal will be considered a serious and material violation of the lease.

## **VII. Transfers**

There may be occasions when the Resident 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. The Resident Head of Household agrees that if the JCHA in its sole discretion determines that the unit needs rehabilitation or the size or design of the unit is no longer appropriate to the household's needs, or for the reasons set forth in the subparagraphs below then the Resident Household will transfer out of the unit that is the subject of this Lease Agreement in the time and manner set forth in a transfer notice served on the Resident Head of Household by the JCHA. The JCHA, in its sole discretion, may offer one of the following transfer choices to a Resident Head of Household served with a written transfer notice:
  1. Transfer to and enter into a new Lease for a different unit at the current site;
  2. Transfer to and enter into a new Lease for a unit of an appropriate size and design, as determined by the JCHA, at another site owned by the JCHA; or
  3. Accept a tenant-based Housing Choice Voucher (Section 8) and move to a non JCHA-owned property.
- B. If a Resident 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 Resident Household to another unit at the Site with the features requested, transfer the Resident Household to a unit at another JCHA-owned-Site with the features requested, if one is available, or offer a tenant-based Housing Choice Voucher (Section 8) with which the Resident Household can move to another dwelling in the private market with the appropriate features.
- C. A Resident Household without physical disabilities, residing in a unit with special features, must transfer to a unit without such features should a Resident Household or applicant with physical disabilities need the unit. The transfer shall occur in the time and manner stated in the written transfer notice. Failure to transfer under these circumstances will be deemed a serious and material violation of this Lease and will be grounds for termination of this Lease Agreement.

- D. In cases where the JCHA offers to transfer a Resident Household to a unit within the site, the JCHA shall serve the Resident 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 Resident be given less than 30 days within which to move. The failure or refusal of the Resident Household to transfer to another unit within the same site, or to transfer to another unit of appropriate size and design at another JCHA site, or to accept a Housing Choice Voucher (Section 8) and relocate to a non-JCHA property 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.
- E. The JCHA will consider Resident requests for on-site transfers on a case-by-case basis and at the discretion of the JCHA per the Transfer Policy contained in the ACOP and incorporated herein by reference.
- F. In accordance with Title VI of Public Law 109-162 and JCHA Policy, if a resident 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 resident must complete a form HUD-50066 certification and provide a letter from either the Hudson County Prosecutor's Office, a victim services agency or medical professional, or provide a police report detailing the incident within 14 business days of the written request.

### **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 Resident 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 Resident Head of Household will jointly inspect the unit prior to occupancy by the Resident at which time the JCHA will furnish to the Resident a written statement of the condition of the unit and the equipment provided with the unit. The statement shall be signed by the Resident and the JCHA and shall be retained by the JCHA in the Resident'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 Resident 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 Resident Household member can participate in this inspection unless the Resident 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 Resident 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:** Special inspections may be scheduled to enable HUD or others to inspect public housing units in connection with their oversight of the JCHA. In the events that the resident is not home and the HUD inspector has chosen to inspect the apartment, the JCHA may enter the apartment with the HUD inspector and leave notice informing the resident of such.

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 Resident 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 Resident 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 Resident 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 Resident for a later time.
  2. The JCHA may enter Resident 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 Resident Household who is at home should request that the individual employee provide proper identification and explain the need for entry.
- B. The Resident Head of Household agrees that a duly authorized agent, employee, or contractor of the JCHA will be permitted to enter Resident'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 Resident Household calls to request maintenance in the unit, the JCHA shall attempt to provide such maintenance at a time convenient to Resident. The Resident must make every effort to be at home when such maintenance is scheduled. Any fees incurred by the JCHA as a result of the Resident Household not being at home for scheduled maintenance will be passed on to the Resident Household. All fees will be due and owing within 30 days after being invoiced.
- D. In the event of an emergency, if the Resident 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 Resident 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 Resident.
- D. Keep building, facilities, and common areas, not otherwise assigned to the Resident 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 Resident, 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 Resident of the specific grounds for any proposed adverse action by the JCHA.
- I. Notify the Resident when the JCHA is required to afford the Resident the opportunity for a hearing under the JCHA grievance procedure for a grievance concerning a proposed adverse action.
- J. Upon written request by the Resident, 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 Resident 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 Resident 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 Resident shall accept any replacement unit offered by the JCHA. If the dangerous condition was caused by the negligence of the Resident Household, guests or visitors, the Resident Household will be responsible to pay for the costs of repairing the damage and may be subject to termination of tenancy.
- D. If the problem is not corrected or alternative accommodations are not provided in accordance with XI (C) above, the rent shall be reduced or abated in proportion to the seriousness of the damage or problem and the loss of value as a dwelling. However, no reduction in rent due shall be made where the Resident rejects reasonable alternative accommodations or where the problem was caused by the Resident Household, guests or visitors.
- E. If the JCHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of the Resident and the Resident refuses alternative accommodations, this Lease shall be terminated in compliance with applicable state law, and any rent paid will be refunded to the Resident.

**XII. Written Notices**

All Notices to Resident Households required under this Lease Agreement or required by federal law or State law shall be in writing and delivered to the Head of Household or another adult member of the Resident Household or sent by prepaid first class mail, properly addressed to the Resident 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 Lease Agreement**

- A. The JCHA may in its sole discretion revise or modify this Lease Agreement.
- B. The JCHA shall provide thirty (30) days written notice to Residents setting forth any proposed change in the Lease Agreement used by this site and providing Residents an opportunity to present written comments which shall be taken into consideration by the JCHA prior to the formal adoption of any new 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 Lease Agreement used by this site to the Resident Household. The JCHA must give the Resident 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 Resident Household. This Lease Agreement may be terminated if the Resident Household fails to accept the JCHA's offer to revise an existing Lease Agreement.

**XIV. Termination of the Lease Agreement**

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

- A. The JCHA may terminate the tenancy only for serious or repeated violations of material terms of the Lease such as failure to make payments due under the Lease, fulfill Resident obligations described in the Lease, or for other good cause and only by bringing a court action to evict the Resident 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 Lease; (2) discovery after admission of facts that would have made the Resident ineligible for admission; (3) discovery of material false statements or fraud by the Resident in connection with an application for assistance or with re-examination of income; (4) failure of a Resident Household to comply with Community Service requirements and continuation of non-compliance after given an opportunity to comply (this failure will be grounds for not renewing the lease and tenancy termination at the end of the lease term); and (5) failure to accept the JCHA's offer of a Lease revision to an existing 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 One Strike 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 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 Lease Agreement to the Resident 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 residents, 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 Resident's unit is uninhabitable and the Resident refuses alternative accommodations, (c) failure to meet Resident 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 Resident Head of Household of his/her right to make such reply as he/she may wish, and of the Resident's right to examine JCHA documents directly relevant to the termination or eviction.
- D. The Notice shall also inform Resident 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 Lease Agreement termination under this section. The Notice to Quit must be in writing, and specify that if the Resident 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 Resident Head of Household may terminate this Lease Agreement at any time by giving thirty (30) days written notice prior to the first of the month (e.g. if the Resident Head of Household intends to vacate on March 1st, the JCHA must receive notice no later than January 30th). The Resident 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 resident will be responsible for the rent until the keys are returned. If the resident 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 resident 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 Resident 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 Resident Household's failure to pay rent, utility and maintenance charges, or any other violation of this Lease or for other good cause, the Resident 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 Resident 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 lease and is grounds for termination of the Lease Agreement.

**XVI. Grievance Procedure**

All disputes concerning the obligations of the Resident 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 Resident 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 Resident's signature below, Resident 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 Resident 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 Resident Household of any of the covenants or agreements contained in the Lease or in this Addendum. Should the Resident 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 Resident remove from the premises within the time prescribed by law.

By the signature(s) below the Resident 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.

RESIDENT HEAD OF HOUSEHOLD SIGNATURE	JCHA SIGNATURES
<b>BY:</b>  (TYPE OR PRINT NAME OF HEAD OF HOUSEHOLD)	<b>BY:</b>  (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 # \_\_\_\_\_

**RESIDENT'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.

\_\_\_\_\_  
Resident Head of Household's Signature

\_\_\_\_\_  
Date



## CRIMINAL ACTIVITY PROCEDURES AND POLICY

1. JCHA shall make its Criminal Activity Policy widely available. To do so, JCHA shall post a copy of its Policy on the JCHA website, in the asset manager's office of every JCHA premises, and in designated areas on JCHA premises. Additionally, JCHA shall make hard copies of the Criminal Activity Policy available upon request.
2. JCHA shall provide a copy of the Criminal Activity Policy to residents upon move-in and, again, during annual recertification. Upon signing the lease and as a condition thereof, residents must read the Criminal Activity Policy (which is found in a lease addendum entitled Public Housing One-Strike Policy Lease Addendum) and be provided with the ability to review same with a JCHA employee in order to obtain the utmost clarity regarding its content. Moreover, residents (head of household and every person listed on the lease who has reached the age of a legal adult) shall be required to sign and date an appropriate acknowledgement form. The acknowledgement form should state that the signer understands JCHA's Criminal Activity Policy and, as a condition of the lease, promises to comply with its terms.
3. JCHA shall provide residents with and maintain uniform procedures for enforcing its Criminal Activity Policy. Such procedures include the following: the Compliance/Legal Assistant receives the Daily Arrest Bulletin and thereafter, on a daily basis, informs the Director of Compliance and Asset Manager (AM) about site arrests via e-mail. The AM will request the arrest report from the Compliance/Legal Assistant. The AM reviews the report and based on the charges does one of the following: (1) takes no further action; (2) sends a notice to cease; or (3) contacts the head of household to discuss the circumstances involving the arrestee; and (4) discusses the information received with In-House Counsel (IHC) to ultimately decide if the issuance of a Notice of Termination is warranted. Where a decision is made to issue a Notice of Termination, the Notice will give the resident ten (10) business days to request a meeting with the AM and IHC to discuss the arrest/criminal activity at issue, any updated information since the incident occurred, and options to remove the arrestee from the household. The Notice will inform the head of household of the right to seek legal representation, bring witnesses to the meeting and to review documents in his/her file at his/her expense.
4. If the resident requests a meeting, then the IHC will issue a letter to schedule a meeting with the resident and AM at the central office or the asset management office. Upon the IHC's review of all facts, documents, and discussion at the meeting, the IHC will issue a summary letter to the resident. A copy of the letter goes to the resident and the AM.



5. If an agreement is reached between the parties during the meeting, the Notice of Termination may be rescinded upon full compliance of the terms of the agreement that was reached between the parties, which could include the tenant's agreement to remove a member of the household and/or to transfer to an appropriately sized unit within a specified time. However, failure to comply with this agreement would result in the filing of an eviction case and the case being resolved in court. Court resolution would subsequently result in one of the following three ways: (1) dismissal of the complaint and no further action; (2) court stipulation agreement whereby the resident would remain on premises or agree to vacate on a specified date; or (3) court decision for eviction after the issuance of a judgment of possession. The AM must notify the local post office after the individual or family vacates the unit.
6. In accordance with federal law and applicable HUD regulations, a criminal conviction is unnecessary to demonstrate violations of the applicable lease. The existence of criminal activity and proof of same by a "preponderance of evidence" shall be sufficient proof of violation of the lease.
7. Where JCHA deems appropriate and executes a stipulation agreement with a household based on the offender being accepted and entering a pre-trial intervention (PTI) program, the stipulation agreement will state that a review will be done at a later date (date to be set depending on length of PTI court-ordered) to assess if tenant has completed the PTI requirements successfully, and the court has dismissed the charges (N.J.S.A. 2C:43-12 and -13).
8. JCHA shall pursue evictions under its Criminal Activity Policy based on egregious crimes committed by juveniles, as permitted by law. In instances where a juvenile is involved with criminal activity, JCHA may offer in its discretion a referral to community resources to the head of household with the goal of maintaining stability for the household.
9. If a resident has been evicted based on a Criminal Activity Policy violation and the charges against the resident are dismissed or if the resident is acquitted—not pled down to a lesser offense—then the resident shall be reinstated to the Section 8 Voucher Program if the resident previously held a voucher. If the resident previously resided in public housing, then that resident shall be reinstated to the next available public housing unit.
10. The lease shall require the tenant 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. Prohibited activities include, but are not limited to, the following:

- Engaging in any activity, including physical and verbal assaults, that threatens the life, health, safety or right to peaceful enjoyment of housing authority's premises by other tenants, housing authority employees, agents of JCHA, or persons residing in the immediate vicinity of the premises. A criminal conviction is not needed to demonstrate serious violations of the lease;
- Engaging in any drug-related criminal activity on or off JCHA premises; for purposes of the lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance;
- Owning or possessing illegal weapons on JCHA property;
- Causing any fire on JCHA premises, either intentionally or through negligent or careless disregard.
- If tenant, household members, guests or other persons under tenant's control have been convicted of manufacture or production of methamphetamines on the premises of federally assisted housing, the lease shall be terminated immediately;
- If tenant, household members, guests or other persons under tenant's control are subject to a lifetime registration requirement under state sex offender registration laws, then the lease shall be terminated immediately;

11. JCHA shall emphasize that the foregoing list of prohibited actions is not exhaustive. In all circumstances, except in circumstances that necessitate mandatory evictions, JCHA retains the authority to, after considering all credible evidence and on a case-by-case basis, decide against termination. JCHA shall consider the following factors when making determinations regarding authorized evictions under its Criminal Activity Policy:

- Seriousness of the offending action
- The extent of participation by the leaseholder and other household members in the offending action, including whether the culpable member is a minor, disabled, or a victim of domestic violence, dating violence, sexual assault or stalking
- The effects the eviction would have on family members not involved in the offending activity
- The extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action
- The effects the eviction, or the absence of eviction, would have on the community
- The demand for public housing by eligible families
- The length of time since the offending action



- If JCHA considers rehabilitation, then the tenant must submit evidence (e.g. formal certification of his/her participation in, or completion of, a rehabilitation program recognized by JCHA)

12. The following guidelines shall serve as an instructive guide for JCHA and residents with respect to Criminal Activity Policy violations and their serious consequences. Note that the following guidelines are not mandatory, not applicable in all circumstances, and not exhaustive. In making any decisions pursuant to JCHA's Criminal Activity Policy, employees shall consider alternatives and factors as described more clearly below and may, on a case-by-case basis under the totality of the circumstances based on the best evidence available to the JCHA, choose against eviction.

**A. Drug charges:**

- ***By Head of household:***

- Possession with intent to distribute --- On/Off site --- termination of tenancy.
- Possession charge only --- On/Off site --- stipulation agreement to enter a rehabilitation program and no further lease violations for two years.

- ***By other members of the household on the lease:***

- Possession with intent to distribute --- On/Off site --- termination of tenancy.
- Possession charge only --- On/Off site --- stipulation agreement to remove household member or enter a rehabilitation program and no further lease violations for two years.

- ***By persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household:***

- ***Possession with intent to distribute:***

- **On site** --- stipulation agreement for offender not to enter the unit and no further Criminal Activity Policy violations from the unit for two years. Also, if the arrest happened in the unit with drugs, then termination of tenancy.
- **Off-site** --- certification to be signed by the head of household and must provide A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the US Post Office. Also, if charged within 500 feet of public housing, then stipulation agreement for offender not to





enter the unit and no further Criminal Activity Policy violations from the unit for two years.

- **Possession charge only --- On/Off site** --- certification to be signed by head of household and must provide either A or B: (A) documentation of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the JCHA address.
- Note that the use of controlled substances in compliance with New Jersey state law (e.g. the New Jersey Compassionate Use Medical Marijuana Act, N.J.S.A. § 24:6l) will not subject tenants to violation of JCHA's Criminal Activity Policy unless such use constitutes a pattern of abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants.

**B. Weapon charges:**

- **Firearms:**
  - **By Head of household --- On/Off site** --- termination of tenancy.
  - **Other member of household on lease --- On/Off site** --- termination of tenancy.
  - **Persons not on lease:** relative, guest, or frequent visitor not on the lease using the address of the head of household --- **On site** --- stipulation agreement for the offender not to enter the unit and no further Criminal Activity Policy violations from the unit for two years. Also, if the arrest happened in the unit with weapons, then termination of lease
  - **Persons not on lease:** relative, guest, or frequent visitor not on the lease using the address of the head of household --- **Off site** --- certification to be signed by head of household must provide either A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the JCHA address. Also, if charged within 500 feet of public housing, then stipulation agreement for offender not to enter the unit and no further Criminal Activity Policy violations from the unit for two years.
- **Weapons other than firearms:**
  - **By Head of household --- On/Off site** --- based on the severity of weapons charge: termination of tenancy or stipulation agreement for no further Criminal Activity Policy violations for two years.
  - **Other member of household on the lease ---On/Off site** --- based on severity of weapons charge: termination of tenancy or stipulation agreement.



- **Persons not on lease:** relative, guest, or frequent visitor not on the lease using the address of the head of household --- **On/Off site** --- certification to be signed by the head of household providing A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the JCHA address.

**C. Alcohol abuse:** pattern of abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants

- **Head of household and any other member of the household on the lease:**
  - **On site** --- stipulation agreement for a rehabilitation program and no further Criminal Activity Policy violations for two years.
  - **Off site** --- N/A
- **Persons not on lease:** relative, guest, or frequent visitor not on the lease using the address of the head of household:
  - **On site:** stipulation agreement for the offender not to enter the unit and no further Criminal Activity Policy violations from the unit for two years.
  - **Off site:** N/A

**D. Violent criminal activity:**

- Violent criminal activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants:
  - **Head of household --- On/Off site** --- termination of tenancy.
  - **Other member of the household on lease --- On/Off site**--- termination of tenancy.
- **Violent criminal activity AND evidence that offender is residing in the unit**
  - **Persons not on lease:** relative, guest, or frequent visitor not on the lease using the address of the head of household
    - **On site:**
      - With evidence that offender is residing in the unit --- stipulation agreement not to enter or visit the head of household in the unit and no further Criminal Activity Policy violations for two years.
      - Without evidence that offender is residing in the unit --- certification to be signed
    - **Off site:**
      - Certification to be signed by the head of household providing A or B: (A) documentation of address for the offender; (B) change of address by the head of household



for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the JCHA address. Also, if charged within 500 feet of public housing, then stipulation agreement for offender not to enter the unit and no further Criminal Activity Policy violations from the unit for two years.

- **Violent criminal activity with additional charges:**

- **Persons not on lease:** relative, guest, or frequent visitor not on the lease using the address of the head of household --- **On/Off site** --- (1) termination of tenancy if there is evidence that the offender is residing in the unit; (2) stipulation agreement for the offender not to enter the unit and no further Criminal Activity policy violations from the unit for two years.

13. Where JCHA deems appropriate and executes a stipulation agreement, JCHA shall seek eviction based upon any subsequent violations of the lease and/or Criminal Activity Policy which thereby violates the existing stipulation agreement. If JCHA has executed a stipulation agreement for a violation of its Criminal Activity Policy, then JCHA may offer an informal grievance hearing to resolve the lease violation if it is not another Criminal Activity Policy violation.

14. Where the guidelines provide for a Stipulation Agreement, JCHA may require the removal of the offending individual from the lease. Where such alternative is appropriate, household members wishing to remain in JCHA housing must provide sufficient proof that the offending individual has indeed been physically removed from the housing unit. To do so, tenants shall refer to the following list. Tenants must provide documents and/or satisfy criteria from the following list, which must total a minimum of 10 points.

- Lease of removed person, evidencing his/her new address or documentation from court, police dept, or prosecutor's office of current address **(10 PTS)**
- Utility bill of removed person, evidencing his/her new address **(7 POINTS)**
- Is head of household willing to move to a smaller apartment? **(7 POINTS)**
- Resident in good standing **(5 POINTS)**
- JCHA checks subject apartment and finds no evidence that the culpable person is still living in the apartment **(5 POINTS)**
- Documentation notifying the USPS of a change of address for the offender **(5 POINTS)**
- Mail going to removed person at different address or documentation from a social services agency (i.e. public assistance) of current address **(3 POINTS)**
- Request that mail not be delivered to the head of household's address **(3 POINTS)**



- Legal Disclaimer Ad in newspaper (**3 POINTS**)

15. The Grandparent Clause is an exception to JCHA’s Criminal Activity Policy. With regard to the treatment of elderly persons (whether heads of household or other household members) who have members on their lease who have been arrested in violation of the Criminal Activity Policy, JCHA may offer an option for the elderly person to avoid eviction by allowing him/her to transfer to an appropriate senior site or building. This option is contingent upon the elderly resident’s willingness to transfer to the new housing independently and, if appropriate, remove all non-elderly members from the lease, and sign a Stipulation Agreement barring further violation of the lease provisions for two years.

**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.

*Head of Household:*

\_\_\_\_\_ Date: \_\_\_\_\_  
(Print Name) (Sign Name)

*Adult Member of Household:*

\_\_\_\_\_ Date: \_\_\_\_\_  
(Print Name) (Sign Name)

*Adult Member of Household:*

\_\_\_\_\_ Date: \_\_\_\_\_  
(Print Name) (Sign Name)

**JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM**  
**SMOKE-FREE POLICY**

This lease addendum adds the following paragraphs to the Lease between the Tenant \_\_\_\_\_, residing at \_\_\_\_\_ and the Landlord Jersey City Housing Authority (JCHA).

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the U.S. Department of Housing and Urban Development's (HUD) Notice PIH-2017-03 which requires Smoke-Free Housing in accordance with 24 C.F.R. 965 and 966.

**Conflicts 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.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**JCHA Smoke-Free Policy:**

The JCHA's Smoke-Free policy 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).

The tenant agrees that the tenant, members of the tenant's household, tenant's guests, or other person under the tenant's control must not engage in any smoking of specified prohibited tobacco products in restricted areas, or in other outdoor areas that the JCHA has designated as smoke-free.

The tenant must sign this Smoke-Free policy lease amendment as a condition of his/her continuing occupancy. Failure to sign this policy will be considered a violation of the lease agreement which may result in termination of tenancy. The tenant's failure to comply with the provisions of this policy may result in the assessment of fines and/or the termination of tenancy.

The JCHA may not deny admission to applicants or terminate assistance to tenants who smoke. The JCHA understands that Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act, and the Americans with Disabilities Act may provide the resident the right to seek a reasonable accommodation. A request for a reasonable accommodation must be considered, and granted unless there is a fundamental alteration to the program or an undue financial and administrative burden to the JCHA.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

# JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM

## VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013 PROVIDES PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

This lease addendum adds the following paragraphs to the Lease between the Tenant \_\_\_\_\_, residing at \_\_\_\_\_ and the Landlord Jersey City Housing Authority (JCHA).

### **Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the revised provisions of the Violence against Women Reauthorization Act of 2013 (VAWA) under HUD Notice PIH-2017-08 (HA).

### **Conflicts 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.

### **Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

### **VAWA Definitions (as per 24 CFR 5.2003):**

***Actual and imminent threat*** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

***Affiliated individual***, with respect to an individual, means: a) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or (b) Any individual, tenant, or lawful occupant living in the household of that individual.

***Bifurcate*** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

***Covered housing provider*** refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.

***Dating violence*** means violence committed by a person: (a) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and (b) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (1) The length of the relationship;
- (2) The type of relationship; and
- (3) The frequency of interaction between the persons involved in the relationship.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by: (a) a current or former spouse or intimate partner of the victim; (b) by a person with whom the victim shares a child in common; (c) by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; (d) by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies; or (e) by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.

**VAWA** means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e *et seq.*).

**VAWA Protections (as per 24 CFR 5.2005):**

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.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

**JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM  
WINDOW OBSTRUCTION AND SCREENS**

The Lease Agreement, as executed on \_\_\_\_\_ (date Lease booklet was signed), between \_\_\_\_\_ (print Head of Household name) and the Jersey City Housing Authority (JCHA) for the unit located at \_\_\_\_\_ (address) is hereby extended under the same conditions as the original Lease Agreement mentioned above with the exception of the following amendment(s) that are **effective** \_\_\_\_\_:

**SECTION IV- “Other Obligations and Rules of Conduct “**

**(Add) - (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.”

**RIGHT OF RE-ENTRY:** The JCHA (landlord) reserves and the Resident 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 Resident Household of any of the covenants or agreements contained in the Lease or in this Addendum. Should the Resident 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 Resident remove from the premises within the time prescribed by law.

**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.

RESIDENT HEAD OF HOSUSHEHOLD	JCHA REPRESENTATIVE
<b>BY:</b> _____ (TYPE OR PRINT NAME OF HEAD OF HOUSEHOLD)	<b>BY:</b> _____ (TYPE OR PRINT NAME OF JCHA REPRESENTATIVE)
_____ (SIGNATURE) <span style="float: right;">(DATE)</span>	_____ (SIGNATURE) <span style="float: right;">(DATE)</span>



**JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM**  
**HABITUAL LATE RENT PAYMENTS**  
**AS BASIS FOR EVICTION**

The Lease Agreement, as executed on \_\_\_\_\_ (date Lease booklet was signed), between \_\_\_\_\_ (print Head of Household name) and the Jersey City Housing Authority (JCHA) for the unit located at \_\_\_\_\_ (address) is hereby extended under the same conditions as the original Lease Agreement mentioned above with the exception of the following amendment(s) that are **effective** \_\_\_\_\_:

**Section II. "Rent And Other Fees" (A). RENT**

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2. **(Add)** "Repeated late payments (three or more late payments within a 12-month period) are a violation of this Lease Agreement and grounds for eviction."

**RIGHT OF RE-ENTRY:** The JCHA (landlord) reserves and the Resident 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 Resident Household of any of the covenants or agreements contained in the Lease or in this Addendum. Should the Resident 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 Resident remove from the premises within the time prescribed by law.

**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.

RESIDENT HEAD OF HOUSSHEHOLD	JCHA REPRESENTATIVE
<b>BY:</b> _____ (TYPE OR PRINT NAME OF HEAD OF HOUSEHOLD)	<b>BY:</b> _____ (TYPE OR PRINT NAME OF JCHA REPRESENTATIVE)
_____ (SIGNATURE)	_____ (SIGNATURE)
_____ (DATE)	_____ (DATE)

**JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM**  
**EXCESS UTILITIES**

The Lease Agreement, as executed on \_\_\_\_\_ (date Lease booklet was signed), between \_\_\_\_\_ (print Head of Household name) and the Jersey City Housing Authority (JCHA) for the unit located at \_\_\_\_\_ (address) is hereby extended under the same conditions as the original Lease Agreement mentioned above with the exception of the following amendment(s) that are **effective** \_\_\_\_\_:

**Section II - D – “Utilities and Appliances”**

**2. (Current language)**

For excess appliances, (**not applicable to residents who pay utilities directly to utility supplier**), are due the following:

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 nonelderly/disabled for the first air conditioner and \$25/mo for each additional one. For senior citizen (62 years of age or older) and disabled Heads of Household, the charge is \$5/mo for the first air conditioner and \$10/mo for each additional one. Residents of Berry Gardens, specifically 199 Ocean Ave. and 92 Danforth Ave. will not be charged for the first air conditioner but will be charged \$5/mo for the second one and \$10/mo for each additional one. 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 \$20/mo. for Deep Freezers will be charged and \$5/mo for senior citizen and disabled Heads of Households. \$10/mo. will be charged for Electric Dryers, & Dishwashers and \$5/mo for senior citizen and disabled Heads of Households per appliance. \$15/mo will be charged for Clothes Washers and \$7.50 for senior citizen and disabled Heads of Households.

**(Replace with)**

For excess appliances (**not applicable to residents who pay utilities directly to the utility supplier**), the following schedule of excess utility charges will apply for excess appliances as follows:

**JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM  
EXCESS UTILITIES**

<u>Appliance</u>	<u>Standard Fee</u>	<u>Fee Senior (Age 62+) and Disabled Head of Households and Minimum Renters</u>
<u>Air Conditioner* (1<sup>st</sup> Unit)</u>	<u>\$20/mo (\$100/yr)</u>	<u>\$0</u>
<u>Air Conditioner* (Additional Units)</u>	<u>\$20/mo (\$100/yr)</u>	<u>2nd unit: \$5/mo (\$25/yr) Additional units: \$10/mo (\$50/yr)</u>
<u>Clothes Washer</u>	<u>\$20/mo (\$240/yr)</u>	<u>\$10/mo (\$120/yr)</u>
<u>Electric Dryer</u>	<u>\$5/mo (\$60/yr)</u>	<u>\$2.50/mo (\$30/yr)</u>
<u>Dishwasher</u>	<u>\$15/mo (\$180/yr)</u>	<u>\$7.50/mo (\$90/yr)</u>
<u>Deep Freezers</u>	<u>\$5/mo (\$60/yr)</u>	<u>\$2.50/mo (\$30/yr)</u>

**\*Air conditioner charges will only apply from May through September of each year. Residents do not need to remove units when not in use.**

**3. (Current language)**

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

**(Additional language)**

During annual inspections, the Asset Manager will note on the inspection form whether the apartment has an air conditioner, clothes washer, electric dryer, dishwasher, or deep freezer and whether the appliance(s) is installed correctly.

**All air conditioner units must be installed properly and can only be installed in a room with two windows. For rooms with one window, a doctor's note documenting the need for a reasonable accommodation is required to be submitted to the office before installation and as needed on an annual basis**

**RIGHT OF RE-ENTRY:** The JCHA (landlord) reserves and the Resident 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 Resident Household of any of the covenants or agreements contained in the Lease or in this Addendum. Should the Resident 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 Resident remove from the premises within the time prescribed by law.

**JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM  
EXCESS UTILITIES**

**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.

RESIDENT HEAD OF HOUSSHEHOLD	JCHA REPRESENTATIVE
<b>By:</b> _____ (TYPE OR PRINT NAME OF HEAD OF HOUSEHOLD)	<b>By:</b> _____ (TYPE OR PRINT NAME OF JCHA REPRESENTATIVE)
_____ (SIGNATURE)	_____ (SIGNATURE)
_____ (DATE)	_____ (DATE)

**JERSEY CITY HOUSING AUTHORITY LEASE ADDENDUM**  
**Lock/Key Policy**

The Lease Agreement, as executed on \_\_\_\_\_ (date Lease booklet was signed), between \_\_\_\_\_ (print Head of Household name) and the Jersey City Housing Authority (JCHA) for the unit located at \_\_\_\_\_ (address) is hereby extended under the same conditions as the original Lease Agreement mentioned above with the exception of the following amendment(s) that are **effective** \_\_\_\_\_:

**Section IV. Other Obligations and Rules of Conduct**

**o. (Current language)**

The Resident 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 resident will be responsible to pay for the repair.

**(Additional language)**

Key Copies: JCHA Residents who require an additional copy of a key must fill out a "Resident/Staff Key Request Form," located in the manager's office. For residents who have lost their keys, the Asset Manager will provide the resident with key(s) that the resident 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. Residents 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).

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

**RIGHT OF RE-ENTRY:** The JCHA (landlord) reserves and the Resident 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 Resident Household of any of the covenants or agreements contained in the Lease or in this Addendum. Should the Resident 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 Resident remove from the premises within the time prescribed by law.

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**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.

HEAD OF HOUSSHEHOLD	JCHA REPRESENTATIVE
<b>BY:</b> _____ (TYPE OR PRINT NAME OF HEAD OF HOUSEHOLD)	<b>BY:</b> _____ (TYPE OR PRINT NAME OF JCHA REPRESENTATIVE)
_____ (SIGNATURE)	_____ (SIGNATURE)
_____ (DATE)	_____ (DATE)