

# LEASE AGREEMENT

(revised 4/1/2016)

SCHENECTADY MUNICIPAL HOUSING AUTHORITY

**375 Broadway  
Schenectady, New York 12305**

Ten Eyck Apartments, Lincoln Heights, Schonowee Village, Yates Village,  
MacGathan Townhouses, Steinmetz Homes, Maryvale Apartments

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE AGREEMENT

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### THIS LEASE IS IN TWO PARTS

**Part I establishes the Terms and Conditions of the lease.** They apply to all residents;

**Part II is a lease contract.** This is executed by the residents and the Schenectady Municipal Housing Authority (SMHA), includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, project name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by SMHA with the unit;
- All pamphlets or informational material provided to Tenant;
- Signature line for the parties to the lease (all adult members, 18 years and older, of Tenant household must sign the lease); and
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal SMHA working hours.

Note: References to Code of Federal Regulations (CFR) are shown throughout this lease in numeric format, such as [966.4(a)]. The CFR is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation. Title 24 of the CFR pertains to the Department of Housing and Urban Development. Therefore, complete title to the regulation [966.4(a)] is 24 CFR 966.4(a).

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## Part I: Residential Lease Agreement: Terms and Conditions

**THIS LEASE AGREEMENT** (called the “Lease”) is between the Schenectady Municipal Housing Authority, (called “SMHA”) and the Tenant named in Part II of this Lease (called “Tenant”). [966.4(a)]

### 1. Description of the Parties and Premises [966.4(a)]

- (a) SMHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called “premises” or “dwelling unit”) described Part II of this Lease Agreement, subject to the terms and conditions contained in this Lease. [966.4(a)]
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. SMHA may, by prior written approval, consent to Tenant’s use of the unit for legal profit-making activities subject to SMHA’s policy on such activities. [966.4(d)(1&2)]
- (c) Any additions to household members named on the Lease, including Live-in Aides and foster children, **but excluding natural births, adoptions**, and court awarded custody require the advance written approval of SMHA. Such approval will be granted only if the new family members pass SMHA’s screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4(a)(2)&(d)(3)(i)] Tenant agrees to wait for SMHA’s approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which SMHA may terminate the Lease in accordance with Section 14. [966.4(f)(3)]
- (d) Tenant shall report deletions (for any reason) from the household members named on the Lease to SMHA in writing, within 10 days of the occurrence. [966.4(c)(1)&(2)&(f)(3)]

### 2. Lease and Amount of Rent

- (a) Unless the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program or this Lease is otherwise modified or terminated in accordance with Section 13, this Lease shall automatically be renewed for successive terms of one calendar year. [966.4(a)(1)] The rent amount is

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84 stated in Part II of this Lease. Rent shall remain in effect unless adjusted  
85 by SMHA in accordance with Section 7 herein. [966.4(c)] The amount  
86 of the Total Tenant Payment and Tenant Rent shall be determined by  
87 SMHA in compliance with HUD regulations and requirements and in  
88 accordance with SMHA's Admissions and Continued Occupancy Policy  
89 (ACOP). In no case, except for a financial hardship exemption, will  
90 SMHA charge the family less than the minimum monthly rent of \$50.  
91 You may contact SMHA to request a financial hardship exemption.  
92

93 **(b) Rent is due and PAYABLE in advance on the first day of each**  
94 **month and shall be considered delinquent after the fifth calendar**  
95 **day of the month.** Rent may include utilities as described in Section 7  
96 below, and includes all maintenance services due to normal wear and  
97 tear. [966.4(e)(1)&(3)] When SMHA makes any changes in the amount  
98 of Total Tenant Payment or Tenant Rent, SMHA shall give written  
99 notice to the Tenant. The notice shall state the new amount, and the date  
100 from which the new amount is applicable. Rent redeterminations are  
101 subject to the Administrative Grievance Procedure. The notice shall also  
102 state that Tenant may ask for an explanation of how the amount is  
103 computed by SMHA. If Tenant asks for an explanation, SMHA shall  
104 respond in a reasonable time. [966.4(c)(4)]  
105

106 **3. Other Charges:** In addition to rent, Tenant is responsible for the payment of  
107 certain other charges specified in the Lease. The type(s) and amounts of other  
108 charges are specified in Part II of this Lease Agreement. Other charges can  
109 include: [966.4(b)(2)]  
110

111 **(a) Maintenance costs –** The cost for services or repairs due to intentional or  
112 negligent damage to the dwelling unit, common areas or grounds beyond  
113 normal wear and tear, caused by Tenant, household members or by  
114 guests. When SMHA determines that needed maintenance is not caused  
115 by normal wear and tear, Tenant shall be charged for the cost of such  
116 service, either in accordance with the Schedule of Maintenance Charges  
117 posted by SMHA or (for work not listed on the Schedule of Maintenance  
118 Charges) based on the actual cost to SMHA for the labor and materials  
119 needed to complete the work. If overtime work is required, overtime  
120 rates shall be charged. [966.4(b)(2)]  
121

122 **(b) Excess Utility Charges –** At developments where utilities are provided  
123 by SMHA, a charge shall be assessed for excess utility consumption due  
124 to the operation of minor Tenant-supplied appliances. This charge does  
125 not apply to Tenants who pay their utilities directly to a utility supplier.  
126 [966.4(b)(2)]  
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128 (c) Charges for removing Tenant supplied air conditioners: Window mount  
129 or window exhaust air conditioners may be installed only during the  
130 period of June 1 through September 30. Any Window mount or window  
131 exhaust air conditioners installed during the period October 1 through  
132 May 31 may be removed by SMHA personnel, at which time a charge of  
133 \$20 per air conditioner removed will be assessed on Tenant. If a doctor  
134 provides a prescription that Tenant requires an air conditioner during the  
135 restricted months, an air conditioner will be allowed, and a \$20 per  
136 month charge will be assessed for each month the air conditioner is  
137 installed.

138  
139 (d) Late Charges – A charge of \$15.00 for rent or other charges paid after  
140 the fifth calendar day of the month. [966.4(b)(3)] SMHA shall provide  
141 written notice of the amount of any charge in addition to Tenant Rent,  
142 and when the charge is due. Charges in addition to rent are due no  
143 sooner than two weeks after Tenant receives SMHA’s written notice of  
144 charge. [966.4(b)(4)]

145  
146 (e) Court Costs and Attorney Fees – Tenant will be responsible for all  
147 reasonable court costs and attorney fees incurred in the enforcement of  
148 the provisions of this lease unless Tenant prevails in the action. For the  
149 purpose of this Lease Agreement court costs shall include fees for the  
150 service of process of legal notices.

151  
152 **4. Payment Location:** Rent and other charges can be paid at the Main Office  
153 located at 375 Broadway, Schenectady, New York 12305. SMHA will only  
154 accept cash at designated times at the Tenant payment window at 375  
155 Broadway. Tenants who have submitted a check that is returned for  
156 insufficient funds shall be required to make all future payments by cashier’s  
157 check, money order or cash as defined above. Tenant shall be liable for any  
158 fees associated with checks returned for insufficient funds.

## 159 **5. Security Deposit**

160  
161  
162 (a) Tenant Responsibilities: Tenant agrees to pay an amount equal to one  
163 month’s Total Tenant Payment. The dollar amount of the security  
164 deposit is noted on Part II of this Residential Lease. [966.4(b)(5)]

165  
166 (b) SMHA’s responsibilities: SMHA will use the Security Deposit at the  
167 termination of this lease:

168  
169 1. To pay the cost of any rent or any other charges owed by Tenant at  
170 the termination of this lease.

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- 172 2. To reimburse the cost of repairing any intentional or negligent  
173 damages to the dwelling unit caused by Tenant, household members  
174 or guests.  
175

176 The Security Deposit may not be used to pay rent or other charges while  
177 Tenant occupies the dwelling unit. No refund of the Security Deposit  
178 will be made until Tenant has vacated, and SMHA has inspected the  
179 dwelling unit.

180 The return of a Security Deposit shall occur within 30-days after Tenant  
181 moves out. SMHA agrees to return the Security Deposit, if any, to  
182 Tenant when he/she vacates, less any deductions for any costs indicated  
183 above, so long as Tenant furnishes SMHA with a forwarding address. If  
184 any deductions are made, SMHA will furnish Tenant with a written  
185 statement of any such costs for damages and/or other charges deducted  
186 from the Security Deposit.  
187

## 188 **6. Utilities and Appliances (966.4 (b)(1))**

- 189  
190 (a) SMHA Supplied Utilities: If indicated by an (X) on Part II of the Lease  
191 Agreement, SMHA will supply the indicated utility: electricity, natural  
192 gas, heating fuel, water, sewer service, trash collection. SMHA will not  
193 be liable for the failure to supply utility service for any cause whatsoever  
194 beyond its control.  
195

196 If indicated by an (X) on Part II of the Lease Agreement, SMHA will  
197 provide a cooking range and refrigerator. Other major electrical  
198 appliances, air conditioners, freezers, extra refrigerators, washers,  
199 dryers, etc., may be installed and operated only with the written approval  
200 of SMHA, and shall be Energy Star labeled. Any major electrical  
201 appliance purchased after executing this Lease Agreement shall meet the  
202 most current Energy Star rating. If Tenant is unsure if an appliance  
203 meets the Energy Star criteria defined in this lease, they should contact  
204 their Project Manager for assistance **PRIOR TO PURCHASING AN**  
205 **APPLIANCE**. Energy Star is a joint program of the U.S. Environmental  
206 Protection Agency and the U.S. Department of Energy helping us all  
207 save money and protect the environment through energy efficient  
208 products and practices. A monthly service charge will be payable by  
209 Tenant for the electricity used in the operation of such appliances, as  
210 shown on the Schedule posted in the Project Office. [966.4 (b)(2)]  
211

- 212 (b) Tenant-paid Utilities: If Tenant resides in a development where SMHA  
213 does not supply electricity, natural gas, heating fuel, water, sewer  
214 service, or trash collection, an Allowance for Utilities shall be  
215 established, appropriate for the size and type of the dwelling unit, for

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216 utilities Tenant pays directly to the utility supplier. The Total Tenant  
217 Payment less the Allowance for Utilities equals Tenant Rent. If the  
218 Allowance for the Utilities exceeds the Total Tenant Payment, SMHA  
219 will pay a Utility Reimbursement each month. [5.632]

220  
221 SMHA may change the Allowance any time during the term of the lease,  
222 and shall give Tenant 60-days written notice of the revised allowance  
223 along with any resultant changes in Tenant Rent or Utility  
224 Reimbursement. [965.473 (c)].

225  
226 If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant  
227 shall be responsible for paying the actual bill to the supplier. If Tenant's  
228 actual utility bill is LESS than the Allowance for Utilities, Tenant shall  
229 receive the benefit of such saving.

- 230  
231 (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided  
232 by SMHA and to comply with any applicable law, regulation, or  
233 guideline of any governmental entity regulating utilities or fuels. [966.4  
234 (f)(8)]

235  
236 Tenant also agrees to abide by any local ordinance or House Rules  
237 restricting or prohibiting the use of space heaters in multi-dwelling units.

238  
239 **7. Terms and Conditions:** The following terms and conditions of occupancy are  
240 made a part of the lease.

- 241  
242 (a) Use and Occupancy of Dwelling: Tenant shall have the right to  
243 exclusive use and occupancy of the dwelling unit for Tenant and other  
244 household members listed on the lease. With the prior written consent of  
245 SMHA, members of the household may engage in legal profit making  
246 activities in the dwelling unit. [966.4(d)(1)&(2)]

247  
248 This provision permits reasonable accommodation of Tenant's guests or  
249 visitors for a period not exceeding a total of fourteen (14) days each  
250 year. Permission may be granted, upon written request to the  
251 management, for an extension of this provision. [966.4(d)(1)]

- 252  
253 (b) Redetermination of Rent, Dwelling Size, and Eligibility. The rent  
254 amount as fixed in Part II of the Lease Agreement is due on the first day  
255 of each month until changed as described below.

- 256  
257 1. The status of each family is to be reexamined at least once a year. If  
258 a Tenant's move in date/initial Lease date is other than the first day  
259 of the month, the Tenant's Anniversary Date for the purpose of

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260 reexamination shall be the first day of the calendar month of the  
261 move in date/initial Lease date. For example, if a Tenant's move in  
262 date/initial Lease date falls on January 8<sup>th</sup>, the Tenant's effective  
263 Anniversary Date for reexamination and annual rent adjustments  
264 shall be January 1. Tenants paying Flat Rent shall have their incomes  
265 reexamined every three years. At the annual recertification Tenant  
266 shall certify compliance with the 8 hour per month community  
267 service requirement, if applicable. [960.209]  
268

269 2. Tenant promises to supply SMHA, when requested, with accurate  
270 information about: family composition, age of family members,  
271 income and source of income of all family members, assets,  
272 community service activities, and related information necessary to  
273 determine eligibility, annual income, adjusted income, and rent.  
274 [966.4(c)(2)]  
275

276 Failure to supply such information when requested is a serious  
277 violation of the terms of the Lease for which SMHA may terminate  
278 the lease.  
279

280 All information must be verified. Tenant agrees to comply with  
281 SMHA requests for verification by signing releases for third-party  
282 sources, presenting documents for review, or providing other  
283 suitable forms of verification. [966.4(c)(2)]  
284

285 SMHA shall give Tenant reasonable notice of what actions Tenant  
286 must take, and of the date by which any such action must be taken  
287 for compliance under this section. This information will be used by  
288 SMHA to decide whether the amount of the rent should be changed,  
289 and whether the dwelling unit size is still appropriate for Tenant's  
290 needs.  
291

292 The determination will be made in accordance with the Admissions  
293 and Continued Occupancy Policy, which is publicly posted in the  
294 Project Office. A copy of the policies can be furnished on request at  
295 the expense of the person making the request.  
296

297 3. Rent will not change during the period between regular  
298 reexaminations, UNLESS during such period:  
299

300 a. Tenant can verify a change in his/her circumstances (such  
301 as decline in or loss of income) that would justify a  
302 reduction in rent, except that rent shall not be reduced  
303 because a Tenant's Temporary Assistance for Needy

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- 304 Families (TANF) grant is reduced because tenant  
305 committed welfare fraud or failed to comply with any  
306 economic self-sufficiency requirement; or  
307  
308 b. Household is paying the Minimum Rent and experiences  
309 an increase in household income that would justify an  
310 increase in rent; or  
311  
312 c. Household has had a previous reduction in rent, pursuant  
313 to section 7(b)(3)(a) above, and experiences an increase  
314 in household income that would justify an increase in  
315 rent; or  
316  
317 d. It is found that Tenant has misrepresented the facts upon  
318 which the rent is based so that the rent Tenant is paying is  
319 less than the rent that tenant should have been charged,  
320 SMHA will apply a retroactive rent increase to the first of  
321 the month following the month in which the  
322 misrepresentation occurred. (Misrepresentation of the  
323 facts upon which rent is based may constitute fraud, and  
324 SMHA may make a complaint of larceny or fraud to the  
325 appropriate law enforcement agency. Fraud is a crime and  
326 a crime of this nature involves public funds and therefore  
327 will be pursued vigorously through the legal system.)  
328  
329 e. Rent formulas or procedures are changed by Federal law  
330 or regulation.

- 331  
332 4. Any request for a reduction in rent due to a change in circumstances,  
333 must be delivered IN WRITING to SMHA, along with proof of  
334 change in circumstances, within 10 days of the change  
335

336 When tenant is paying the minimum rent, or if a previous reduction  
337 in rent was granted, Tenant must report, IN WRITING to SMHA,  
338 increases in household income within 10 days of the occurrence,  
339 until the next scheduled reexamination.  
340

- 341 5. All changes in family composition must be reported to SMHA  
342 within 10 days of occurrence. If it is found that Tenant has  
343 misrepresented the facts regarding family composition causing the  
344 rent Tenant is paying to be less than the rent that Tenant should have  
345 been charged, SMHA will apply a rent increase retroactive to the  
346 first of the month following the month in which the  
347 misrepresentation occurred. (Misrepresentation of the facts upon

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348 which rent is based may constitute fraud, and SMHA may make a  
349 complaint of larceny or fraud to the appropriate law enforcement  
350 agency.)

351  
352 This lease will NOT be revised to permit a change of family  
353 composition resulting from a request to allow adult children to move  
354 back into the unit unless it is determined that the move is essential  
355 for the mental or physical health of Tenant AND it does not  
356 disqualify the family for size of unit it is currently occupying.

357  
358 (c) Rent Adjustments: Tenant will be notified in writing of any rent  
359 adjustment due to the situations described above. All notices will state  
360 the effective date of the rent adjustment.

- 361  
362 1. In the case of a rent decrease, the adjustment will become effective  
363 on the first day of the month following the reported change in  
364 circumstances, provided Tenant reported the change as specified  
365 above.
- 366  
367 2. In the case of a rent increase, when an increase in income occurs  
368 after a prior rent reduction or if Tenant is paying the minimum rent,  
369 and is reported within 10 calendar days of the occurrence, the  
370 increase will become effective the first day of the second month  
371 following the month in which the change was reported. If the  
372 increase is not reported within 10 calendar days, Tenant may be  
373 charged with misrepresenting the facts upon which the rent is based.
- 374  
375 3. In the case of a rent increase due to misrepresentation, failure to  
376 report a change in family composition, or failure to report an  
377 increase in income (after a reduction in rent or if paying the  
378 minimum rent), SMHA shall make a complaint of fraud to the  
379 appropriate law enforcement agency. Fraud is a crime of larceny and  
380 a crime of this nature involves public funds and therefore will be  
381 pursued vigorously through the legal system. (SMHA may apply a  
382 rent increase retroactive to the first of the month following the month  
383 in which the misrepresentation occurred.)

384  
385 (d) Transfers [966.4(c)(3)]

- 386  
387 1. Tenant agrees that if SMHA determines that the size or design of the  
388 dwelling unit is no longer appropriate to Tenant's needs, SMHA  
389 shall send Tenant written notice. Tenant further agrees to accept a  
390 new lease for a different dwelling unit of the appropriate size or  
391 design. This transfer shall occur at Tenant's expense.

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2. SMHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit. Transfer will occur at SMHA's expense unless rehabilitation or demolition is caused by Tenant's negligent or adverse action.

If a Tenant makes a written request for special unit features in support of a documented disability, SMHA shall modify Tenant's existing unit unless the modifications exceed what is reasonable. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, SMHA may transfer Tenant to another unit with the features requested at SMHA's expense.

3. A Tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need their unit. This transfer shall occur at Tenant's expense.
4. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by SMHA. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, SMHA may terminate the lease. [966.4(c)(3)]
5. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4(c)(4)]
6. SMHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.

**8. SMHA Obligations [966.4(e)]** SMHA shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary conditions; [966.4(e)(1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4(e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4(e)(3)]

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- 436           **(d)** To keep project buildings, facilities, and common areas not otherwise  
437 assigned to Tenant for maintenance and upkeep (areas assigned to  
438 Tenant for maintenance and upkeep are defined in the Tenant Handbook,  
439 which is incorporated into this lease by reference), in a clean and safe  
440 condition; [966.4(e)(4)]  
441
- 442           **(e)** To maintain in good and safe working order and condition electrical,  
443 plumbing, sanitary, heating, ventilating, and other facilities and  
444 appliances, including elevators supplied or required to be supplied by  
445 SMHA; [966.4(e)(5)]  
446
- 447           **(f)** To provide and maintain appropriate receptacles and facilities (except  
448 container for the exclusive use of an individual Tenant family) for the  
449 deposit of garbage, rubbish, and other waste removed from the premise  
450 by Tenant as required by this lease; [966.4(e)(6)]  
451
- 452           **(g)** To supply running water and reasonable amounts of hot water and  
453 reasonable amount of heat at appropriate times of the year according to  
454 local custom and usage; EXCEPT where the building that includes the  
455 dwelling unit is not required to be equipped for that purpose, or where  
456 heat or hot water is generated by an installation within the exclusive  
457 control of Tenant and supplied by a direct utility connection;  
458 [966.4(e)(7)]  
459
- 460           **(h)** To notify Tenant of the specific grounds for any proposed adverse action  
461 by SMHA. (Such adverse action includes, but is not limited to: a  
462 proposed lease termination, transfer of Tenant to another unit, change in  
463 amount of rent, imposition of charges for maintenance and repair, or for  
464 excess consumption of utilities.) When SMHA is required to afford  
465 Tenant the opportunity for a hearing under the SMHA Grievance  
466 Procedure for a grievance concerning a proposed action:  
467
- 468           1. The Notice of the proposed adverse action shall inform Tenant of the  
469 right to request such hearing. In the case of lease termination, a  
470 notice of lease termination that complies with 966.4(1)(3) shall  
471 constitute adequate notice of proposed adverse action.  
472
- 473           2. In the case of a proposed adverse action other than a proposed lease  
474 termination, SMHA shall not take the proposed action until time to  
475 request such a hearing has expired or (if hearing was timely  
476 requested) the grievance process has been completed. [966.4(e)(8)]  
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- 480       **9.     Tenant’s Obligations:** Tenant shall be obligated:  
481  
482       **(a)**   Not to assign the lease or sublease the dwelling unit. [966.4(f)(1)]  
483  
484       **(b)**   Not to give accommodation to boarders or lodgers; [966.4(f)(2)]  
485  
486       **(c)**   Not to give accommodation to long term guests (in excess of 14 days per  
487           year) without the advance written consent of SMHA.  
488  
489       **(d)**   To use the dwelling unit solely as a private dwelling for Tenant and  
490           Tenant’s household as identified in Part II of the lease, and not to use or  
491           permit its use for any other purpose, except as permitted in Part 1(b) of  
492           this lease, which references 966.4(d)(1&2).  
493  
494           This provision does not exclude the care of foster children or live-in care  
495           of a member of Tenant’s family, provided the accommodation of such  
496           persons conforms the SMHA’s occupancy standards, and so long as  
497           SMHA has granted prior written approval for the foster child(ren), or  
498           live-in aide to reside in the unit. [966.4(d)(3)(i)]  
499  
500       **(e)**   To abide by necessary and reasonable regulations promulgated by  
501           SMHA for the benefit and well-being of the housing project and  
502           Tenants. These regulations shall be posted in a conspicuous manner in  
503           the project office and are incorporated by reference in this lease.  
504           Violation of such regulations constitutes a violation of the lease.  
505           [966.4(f)(4)]  
506  
507       **(f)**   To comply with the requirements of applicable state and local building  
508           or housing codes, materially affecting health and/or safety of Tenant and  
509           household. Violations of such codes may subject Tenant to fines as  
510           indicated in the codes, or some amount of fine not to exceed the  
511           maximum defined in the codes. [966.4(f)(5)]  
512  
513       **(g)**   To keep the dwelling unit and other such areas as may be assigned to  
514           Tenant for exclusive use, and areas as defined in the Tenant Handbook,  
515           in a clean and safe condition. [966.4(f)(6)] This includes keeping front  
516           and rear entrances and walkways for the exclusive use of Tenant, free  
517           from hazards and trash and keeping the yard free of debris, litter and  
518           hazards. Snow and ice on porches, walkways and steps in the front and  
519           rear of Tenant’s apartment shall be removed by Tenant. The exterior  
520           grounds immediately in the front and/or the rear of Tenant’s unit, as  
521           applicable, shall be maintained by Tenant to be free of debris, litter  
522           and/or trash. Failure to comply will cause SMHA to remove debris, litter

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- 523 and/or trash and charge Tenant according to the Tenant Charges  
524 Schedule.
- 525
- 526 **(h)** To dispose of all garbage, rubbish, and other waste from the dwelling  
527 unit in a sanitary and safe manner only in containers approved or  
528 provided by SMHA. [966.4(f)(7)] To refrain from, and cause members  
529 of Tenant’s household or guest to refrain from, littering or leaving trash  
530 and debris in common areas.
- 531
- 532 **(i)** To use only in a reasonable manner all electrical, sanitary, heating,  
533 ventilating, air-conditioning, and other facilities and appurtenances  
534 including elevators. [966.4(f)(8)]
- 535
- 536 **(j)** To refrain from, and to cause household and guests to refrain from  
537 destroying, defacing, damaging, or removing any part of dwelling unit or  
538 project. [966.4(f)(9)]
- 539
- 540 **(k)** To pay reasonable charges (other than for normal wear and tear) for the  
541 repair of damages to the dwelling unit, project buildings, facilities, or  
542 common areas caused by Tenant, household members or guests, as  
543 defined in the Tenant Charges Schedule. [966.4(f)(10)]
- 544
- 545 **(l)** To act, and cause household members or guests to act in a manner that  
546 will:
- 547
- 548 1. Not disturb other residents’ peaceful enjoyment of their  
549 accommodations; and
- 550
- 551 2. Be conducive to maintaining all SMHA projects in a decent, safe and  
552 sanitary condition. [966.4(f)(11)]
- 553
- 554 **(m)** To assure that Tenant, any member of the household, a guest, or another  
555 person under Tenant’s control, shall not engage in:
- 556
- 557 1. Any criminal activity that threatens the health, safety, or right to  
558 peaceful enjoyment of SMHA’s public housing premises by other  
559 residents or employees of SMHA; or
- 560
- 561 2. Any drug-related criminal activity on or off the premises. Any  
562 criminal activity in violation of the preceding sentence shall be cause  
563 for termination of tenancy, and for eviction from the unit. (For the  
564 purpose of this lease, the term drug-related criminal activity means  
565 the illegal possession, manufacture, sale, distribution, use or  
566 possession with intent to manufacture, sell, distribute, or use, of a

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- 567 controlled substance as defined in Section 102 of the Controlled  
568 Substances Act.) [966.4(f)(12)]  
569
- 570 3. To assure that no member of the household engages in an abuse or  
571 pattern of abuse of alcohol that affects the health, safety or right to  
572 peaceful enjoyment of the premises by other Tenants.  
573
- 574 4. To make no alterations or repairs or redecorations to the interior or  
575 exterior of the dwelling unit, or to the equipment, nor to install  
576 additional equipment or major appliances without written consent of  
577 SMHA. To make no changes to locks or install new locks on interior  
578 or exterior doors. To use no nails, tacks, screws, brackets or fasteners  
579 on any part of the dwelling unit (a reasonable number of picture  
580 hangers expected without authorization by SMHA).  
581
- 582 (n) To give prompt prior notice to SMHA, in accordance with Part XIII  
583 hereof, of Tenants leaving dwelling unit unoccupied for any period  
584 exceeding one calendar week.  
585
- 586 (o) To act in a cooperative manner with neighbors and SMHA staff. To  
587 refrain from and cause members of Tenant's household or guests to  
588 refrain from acting or speaking in an abusive or threatening manner  
589 toward neighbors and/or SMHA staff.  
590
- 591 (p) Not to display, use, or possess or allow members of Tenant's household  
592 or guests to display, use, or possess any illegal firearms (operable or  
593 inoperable), or other illegal weapons as defined by the laws and the  
594 courts of the State of New York, anywhere on the property of SMHA.  
595
- 596 (q) To take reasonable precautions to prevent fires and to refrain from  
597 storing or keeping highly volatile or flammable materials upon the  
598 premises. Removing, damaging or in any way disabling a smoke  
599 detector so that it does not operate properly is a violation of SMHA  
600 policy and a violation of the law.  
601
- 602 (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators,  
603 or stairs, and to avoid using these for purposes other than going in and  
604 out of the dwelling unit.  
605
- 606 (s) To refrain from erecting or hanging radio or television antennas or  
607 satellite dishes on or from any part of the dwelling unit. Satellite dishes  
608 are only allowed inside of a resident's apartment. If Tenant has an  
609 existing radio or television antenna or satellite dish contract in place at  
610 the time Tenant executes this Lease Agreement, and will incur a penalty

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- 611 fee for prematurely terminating service, then Tenant may keep the  
612 antenna or satellite dish installed until the contract period/penalty period  
613 expires. Tenant must provide the original contract document that  
614 indicates the contract terms, including the penalty fee. If the antenna or  
615 satellite dish is in an unsafe condition, or is causing damage to the  
616 Authority's property, the dish shall be removed regardless of contract  
617 commitments and penalty fee.  
618
- 619 (t) To refrain from placing signs of any type in or about the dwelling except  
620 those allowed under applicable zoning ordinances and then only after  
621 having received written permission of SMHA.  
622
- 623 (u) To refrain from, and cause members of Tenant's household to refrain  
624 from keeping, maintaining, harboring, or boarding any animal of any  
625 nature in the dwelling unit except in accordance with the SMHA's pet  
626 policy, unless a verified disability warrants the possession of a service  
627 animal or companion animal.  
628
- 629 (v) To remove from SMHA property any vehicles without valid registration  
630 and/or inspection stickers. Tenant shall acquire and display on their  
631 vehicle(s) (rear window driver side) an SMHA parking permit decal. To  
632 refrain from parking any vehicles in any right-of-way or fire lane  
633 designated and marked by SMHA. Any inoperable or unlicensed vehicle  
634 as described above will be removed from SMHA property at Tenant's  
635 expense. Automobile repairs are not permitted on project site, except as  
636 may be defined in the Tenant Handbook.  
637
- 638 (w) To remove any personal property left on SMHA property when Tenant  
639 leaves, abandons or surrenders the dwelling unit. Property left for more  
640 than 30 days shall be considered abandoned and will be disposed of by  
641 SMHA. Costs for storage and disposal shall be assessed against the  
642 former Tenant.  
643
- 644 (x) To use reasonable care to keep his dwelling unit in such condition as to  
645 ensure proper health and sanitation standards for Tenant, household  
646 members and neighbors. **TENANT SHALL NOTIFY THE**  
647 **AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS**  
648 **TO THEIR DWELLING UNIT**, and of known unsafe or unsanitary  
649 conditions in the dwelling unit or in common areas and grounds of the  
650 Project. Tenant's failure to report the need for repairs in a timely manner  
651 shall be considered to contribute to any damage that occurs, and Tenant  
652 will be charged for the additional damage.  
653

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- 654 (y) Not to commit any larceny by way of fraud in connection with any  
655 Federal housing assistance program, and not to receive assistance for  
656 occupancy of any other unit assisted under any Federal housing  
657 assistance program during the term of the lease, with the exception of  
658 overlap between the Low Rent and Housing Choice Voucher programs  
659 that may be allowed by regulation.  
660
- 661 (z) To pay on time any utility bills for utilities supplied to Tenant by a direct  
662 connection to the utility company, and to avoid disconnection of utility  
663 service for such utilities.  
664
- 665 (aa) For each adult in the Tenant household to perform at least 8 hours per  
666 month of qualifying community service (as specified by the SMHA)  
667 unless the requirement is waived due to age, disability, or the fact that an  
668 adult is excused from this requirement because he/she is working,  
669 attending an educational institution, or participating in some other  
670 qualified training program.  
671
- 672 (bb) Energy Conservation: Tenant shall adhere to all energy conservation  
673 requirements in this lease and any other energy conservation policy that  
674 may be added to the Authority's Admissions and Continued Occupancy  
675 Policy.  
676

677 **10. Defects Hazardous to Life, Health or Safety:** In the event that the dwelling  
678 unit is damaged to the extent that conditions are created that are hazardous to  
679 the life, health, or safety of the occupants: [966.4(h)]  
680

681 **1. SMHA Responsibilities:**  
682

- 683 (a) SMHA shall be responsible for repair of the unit within a reasonable  
684 period of time after receiving notice from Tenant, provided, if the  
685 damage was caused by Tenant, household members, or guests, the  
686 reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]  
687
- 688 (b) SMHA shall offer Tenant a replacement dwelling unit, if available, if  
689 necessary repairs cannot be made within a reasonable time. SMHA is  
690 not required to offer Tenant a replacement unit if Tenant, household  
691 members, or guests caused the hazardous condition. [966.4 (h)(3)]  
692
- 693 (c) Tenant shall accept any replacement unit offered by SMHA.  
694
- 695 (d) In the event SMHA, as described above cannot make repairs, and  
696 alternative accommodations are unavailable, then rent shall abate in  
697 proportion to the seriousness of the damage and loss in value as a

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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698 dwelling. No abatement of rent shall occur if Tenant rejects alternative  
699 accommodations or if Tenant, household members, or guests caused the  
700 damage. [966.4 (h)(4)]  
701

- 702 (e) If SMHA determines that the dwelling unit is untenable because of  
703 imminent danger to the life, health, and safety of Tenant, and Tenant  
704 refuses alternative accommodations, this Lease shall be terminated, and  
705 any rent paid will be refunded to Tenant.  
706

## 707 2. Tenant Responsibilities:

- 708 (a) Tenant shall immediately notify the Project Manager of the damage and  
709 intent to abate rent, when the damage is or becomes sufficiently severe  
710 that Tenant believes he/she is justified in abating rent. [966.4 (h)(1)]  
711  
712 (b) Tenant agrees to continue to pay full rent, less the abated portion agreed  
713 upon by SMHA, during the time in which the defect remains  
714 uncorrected.  
715  
716

## 717 3. Move-in and Move-out Inspections:

- 718 (a) Move-in Inspection: SMHA and Tenant or representative shall inspect  
719 the dwelling unit prior to occupancy by Tenant. SMHA will give Tenant  
720 a written statement of the condition of the dwelling unit, both inside and  
721 outside, and note any equipment provided with the unit. The statement  
722 shall be signed by SMHA and Tenant and a copy of the statement  
723 retained in Tenant's folder. [966.4 (i)] SMHA will correct any  
724 deficiencies noted on the inspection report, at no charge to Tenant.  
725  
726 (b) Move-out Inspection -- SMHA will inspect the unit after Tenant  
727 provides notice of intent to vacate, and give Tenant a written statement  
728 of the charges, if any, for which Tenant is responsible. Tenant and/or  
729 representative may join in such inspection, unless Tenant vacates  
730 without notice to SMHA. [966.4(i)]  
731  
732

## 733 11. Entry of Premises During Tenancy

### 734 (a) Tenant Responsibilities:

- 735 1. Tenant agrees that the duly authorized agent, employee, or contractor  
736 of SMHA will be permitted to enter Tenant's dwelling during  
737 reasonable hours (7:30 A.M. to 5:00 P.M.) for the purpose of  
738 performing routine maintenance, making improvements or repairs,  
739 inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]  
740  
741

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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742 Written notice specifying reason for entry and delivered to the unit at  
743 least two (2) days in advance constitutes "reasonable" notification.

744

745 2. When Tenant calls to request maintenance on the unit, SMHA shall  
746 attempt to provide such maintenance at a time convenient to Tenant.  
747 If Tenant is absent from the dwelling unit when SMHA comes to  
748 perform maintenance, Tenant's request for maintenance shall  
749 constitute permission to enter.

750 **(b) SMHA's Responsibilities:**

751

752 1. SMHA shall give Tenant at least 48 hours written notice that SMHA  
753 intends to enter the unit. SMHA may enter only at reasonable times.  
754 [966.4 (j)(1)]

755

756 2. SMHA may enter Tenant's dwelling unit at any time without  
757 advance notification when there is reasonable cause to believe that  
758 an emergency exists. [966.4 (j)(2)]

759

760 3. If Tenant and all adult members of the household are absent from the  
761 dwelling unit at the time of entry, SMHA shall leave in the dwelling  
762 unit a written statement specifying the date, time and purpose of  
763 entry prior to leaving the dwelling unit. [966.4 (j)(3)]

764

### 765 **12. Notice Procedures**

766

767 **(a) Tenant Responsibility:** Any notice to SMHA must be in writing,  
768 delivered to the Project Office or to SMHA's central office, or sent by  
769 prepaid first-class mail, properly addressed. [966.4(k)(1)(ii)]

770

771 **(b) SMHA Responsibility:** Notice to Tenant must be in writing, delivered  
772 to Tenant or to any adult member of the household residing in the  
773 dwelling unit, or sent by prepaid first-class mail properly addressed to  
774 Tenant. [966.4 (k)(1)(i)]

775

776 **(c)** Unopened, canceled, first class mail returned by the Post Office shall be  
777 sufficient evidence that notice was given.

778

779 **(d)** If Tenant is visually impaired, all notices must be in an accessible  
780 format. [966.4 (k)(2)]

781

### 782 **13. Termination of the Lease:** In terminating the Lease, the following 783 procedures shall be followed by SMHA and Tenant:

784

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- 785           (a) This Lease may be terminated only for serious or repeated violations of  
786 material terms of the Lease, such as failure to make payments due under  
787 the lease or to fulfill Tenant obligations set forth in Section 9 above, or  
788 for other good cause. [966.4 (1)(2)] Such serious or repeated violation of  
789 terms shall include but not be limited to:  
790
- 791           1. The failure to pay rent or other payments when due; [966.4 (1)(2)]  
792
  - 793           2. Repeated late payment, which shall be defined as failure to pay the  
794 amount of rent or other charges when due, and as a result thereof  
795 Tenant receives four or more three and fourteen day notices, and  
796 Order, Warrant & Judgments, within a twelve (12) month period to  
797 appear in court for failure to pay rent or other charges, shall  
798 constitute a serious or repeated violations of material terms of the  
799 Lease.  
800
  - 801           3. Failure to pay utility bills when Tenant is responsible for paying  
802 such bills directly to the supplier of utilities; [966.4 (1)(2)]  
803
  - 804           4. Misrepresentation of family income, assets, or composition; [966.4  
805 (c)(2)]  
806
  - 807           5. Failure to supply, in a timely fashion, any certification, release,  
808 information, or documentation on Family income or composition  
809 needed to process annual reexaminations or interim  
810 redeterminations. [966.4 (c)(2)]  
811
  - 812           6. Serious or repeated damage to the dwelling unit, creation of physical  
813 hazards in the unit, common areas, grounds, or parking areas of any  
814 project site; [966.4 (1)(2)]  
815
  - 816           7. Criminal activity by Tenant, household member, guest, or other  
817 person under Tenant's control, including criminal activity that  
818 threatens the health, safety or right to peaceful enjoyment of  
819 SMHA's public housing premises by other residents, or any drug-  
820 related criminal activity. [966.4 (1)(2)]  
821
  - 822           8. Offensive weapons or illegal drugs seized in a SMHA unit; [966.4  
823 (1)(2)]  
824
  - 825           9. Any fire on SMHA premises caused by carelessness or unattended  
826 cooking. [966.4 (1)(2)]  
827

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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828                   **(b)** SMHA shall give written notice of the proposed termination of the Lease of:

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830

1. 14 days in the case of failure to pay rent;

831

832

2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other Tenants or SMHA staff is threatened;

833

834

835

3. 30 days in any other case. [966.4 (1)(3)(i)(A), (B) & (C)]

836

837

**(c)** The notice of termination:

838

839

1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine SMHA documents directly relevant to the termination or eviction.

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843

[966.4(1)(3)(ii)] When SMHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with SMHA's grievance procedures. [966.4 (1)(3)(ii)]

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2. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. [966.4(1)(3)(iii)] The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

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3. When SMHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under SMHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (1)(3)(iv)]

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4. When SMHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and SMHA has decided to exclude such grievance from SMHA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by SMHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for

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## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- 872 a criminal activity that threatens health or safety of residents or staff  
873 or for drug-related criminal activity. [966.4 (1)(3)(v)]  
874
- 875 5. SMHA may evict Tenant from the unit only by bringing a court  
876 action. [966.4 (1)(4)]  
877
- 878 (d) Tenant may terminate this Lease at any time by giving one full calendar  
879 month written notice as described in Section 13, above. (Ex: Proper  
880 written notice given on February 15, Tenant vacate date is March 31,  
881 and Tenant is obligated to pay full month rent for March)  
882
- 883 (e) In deciding to evict for criminal activity, SMHA shall have discretion to  
884 consider (or not to consider) all of the circumstances of the case,  
885 including the seriousness of the offense, the extent of participation by or  
886 awareness of family members, and the effects that the eviction would  
887 have both on family members not involved in the proscribed activity and  
888 on the family's neighbors. In appropriate cases, SMHA may permit  
889 continued occupancy by remaining family members and may impose a  
890 condition that family members who engaged in the proscribed activity  
891 will neither reside in nor visit the unit. SMHA may require a family  
892 member who has engaged in the illegal use of drugs to present credible  
893 evidence of successful completion of a treatment program as a condition  
894 to being allowed to reside in the unit. [966.4 (1)(5)]  
895
- 896 (f) When a SMHA evicts a Tenant from a dwelling unit for criminal activity  
897 SMHA shall notify the local post office serving that dwelling unit that  
898 such individual or family is no longer residing in the unit so the post  
899 office will stop mail delivery for such persons and they will have no  
900 reason to return to the unit. [966.4 (1)(5)(ii)]  
901
- 902 **14. Waiver:** No delay or failure by SMHA in exercising any right under this  
903 lease agreement, and no partial or single exercise of any such right shall  
904 constitute a waiver (post or prospective) of that or any other right, unless  
905 otherwise expressly provided herein.  
906
- 907 **15. XVI. Housekeeping Standards:** In an effort to improve the livability and  
908 conditions of the apartments owned and managed by SMHA, uniform  
909 standards for resident housekeeping have been developed for all Tenant  
910 families.  
911
- 912 (a) SMHA Responsibility: The standards that follow will be applied fairly  
913 and uniformly to all Tenants. SMHA will inspect each unit at least  
914 annually, to determine compliance with the standards. Upon completion  
915 of an inspection SMHA will notify Tenant in writing if he/she fails to

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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916 comply with the standards. SMHA will advise Tenant of the specific  
917 correction(s) required establishing compliance, and indicating that  
918 training is available. Within a reasonable period of time, SMHA will  
919 schedule a second inspection. Failure of a second inspection will  
920 constitute a violation of the lease terms. Training will be available at no  
921 cost to any Tenant requesting or needing assistance in complying with  
922 the Housekeeping Standards.

923

924

- (b) Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

925

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## **Housekeeping Standards: Inside the Apartment**

930

931

### General—

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933

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.

934

935

- (2) Floors: should be clean, clear, dry and free of hazards.

936

- (3) Ceilings: should be clean and free of cobwebs.

937

- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.

938

- (5) Woodwork: should be clean, free of dust, gouges, or scratches.

939

- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.

940

941

- (7) Heating units: should be dusted and access uncluttered.

942

- (8) Heating registers, vents, radiators, etc., should be clean and unblocked by furniture.

943

944

- (9) Trash: shall be disposed of properly and not left in the unit.

945

- (10) Entire unit should be free of rodent or insect infestation.

946

947

### Kitchen—

948

949

- (1) Stove: should be clean and free of food and grease.

950

- (2) Refrigerator and freezer: Door(s) should close properly and be clean. The inside and outside of the refrigerator must be kept clean. Door gaskets that seal the cold air in must be cleaned frequently to prevent damage to them. Dirty gaskets can stick and cause them to pull away from the refrigerator.

951

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955

- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited

956

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## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- 959 to small or lightweight items to permit access for repairs. Heavy  
960 pots and pans should not be stored under the sink.  
961 (4) Exhaust Fan and/or Range Hood: should be free of grease and dust.  
962 (5) Sink: should be clean, free of grease and garbage. Dirty dishes  
963 should be washed and put away in a timely manner.  
964 (6) Food storage areas: should be neat and clean without spilled food.  
965 (7) Trash/garbage: should be stored in a covered container until  
966 removed to the disposal area.

### Bathroom—

- 967  
968  
969 (1) Toilet and tank: should be clean and odor free.  
970 (2) Tub and shower: should be clean and free of excessive mildew and  
971 mold. Where applicable, shower curtains should be in place, and of  
972 adequate length.  
973 (3) Lavatory: should be clean  
974 (4) Exhaust fans: should be free of dust, and shall not be disconnected.  
975 (5) Floor should be clean and dry.  
976

### Storage Areas—

- 977  
978  
979 (1) Linen closet: should be neat and clean.  
980 (2) Other closets: should be neat and clean. No highly volatile or  
981 flammable materials should be stored in the unit.  
982 (3) Other storage areas: should be clean, neat and free of hazards.  
983

### (c) **Housekeeping Standards: Outside the Apartment**

- 984  
985  
986 (1) Yards: should be free of debris, trash, and abandoned cars. Exterior  
987 walls should be free of graffiti.  
988 (2) Porches (front and rear): should be clean and free of hazards,  
989 including snow and ice. Any items stored on the porch shall not  
990 impede access to the unit.  
991 (3) Steps (front and rear): should be clean, and free of hazards,  
992 including snow and ice.  
993 (4) Sidewalks: should be clean and free of hazards, including snow  
994 and ice.  
995 (5) Storm doors: should be clean, with glass or screens intact.  
996 (6) Parking lot: should be free of abandoned cars. There should be no  
997 car repairs in the lots.  
998 (7) Hallways: should be clean and free of hazards.  
999 (8) Stairwells: should be clean and uncluttered.  
1000 (9) Laundry areas: should be clean and neat. Remove lint from dryers  
1001 after use.



# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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## PART II: RESIDENTIAL LEASE AGREEMENT

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**THIS AGREEMENT** is executed between the Schenectady Municipal Housing Authority (herein called "SMHA"), and \_\_\_\_\_ (herein called "Tenant"), and becomes effective as of this date: \_\_\_\_\_ [966.4 (a)]

**(1) Unit:** That the SMHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit located at \_\_\_\_\_

(and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant unit number is: \_\_\_\_\_. [966.4 (a)]

**(2) Household Composition:** The Tenant's household is composed of the individuals listed below. Other than the Head or Spouse each household member should be listed by age, oldest to youngest. [966.4 (a)(2)] All members of the household over age 18 shall execute the lease.

Name	Relationship	Age & Birth Date	Social Security #
<b>1.</b>	Head		
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			
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**(3) Term:** The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease.

**(4) Rent:** Initial rent (prorated for partial month) shall be \$\_\_\_\_\_ and, if applicable, the Tenant shall receive the benefit of \$\_\_\_\_\_ from SMHA for Utility Reimbursement (for partial month) paid to the Tenant for the period beginning \_\_\_/\_\_\_/\_\_\_ and ending at midnight on \_\_\_/\_\_\_/\_\_\_.

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 fifth (5th) day of said month. A utility reimbursement of \$\_\_\_\_\_ per month (if applicable) shall be paid to the Tenant or to the utility supplier by SMHA for the Tenant. [966.4 (b)(1)]

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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1044  This is the flat rent for the Premises.

1045  This rent is based on the income and other information reported by the Resident.

1046  This rent is the Minimum Rent of \$50.

1047

1048 **(5) Anniversary Date:** Annual rent and family composition redetermination will be  
1049 effective on Tenant's Anniversary Date. The Anniversary Date is the first calendar day of  
1050 the month in which this Lease became effective, per the effective date listed in Part II of  
1051 this Lease. (Example: If the Lease effective date is December 9, 2009: Anniversary Date  
1052 is December 1; annual rent adjustment will be effective on December 1.)

1053

1054 **(6) Utilities and Appliances:** SMHA-Supplied Utilities [966.4 (b)(1)] If indicated by an  
1055 (X) below, SMHA provides the indicated utility as part of the rent for the premises:  
1056 (X ) Electricity ( X ) Natural Gas (X ) Heating Fuel (X ) Water (X ) Sewerage ( ) Other:

1057

1058 If indicated by an (X) below, SMHA shall provide the following appliances for the  
1059 premises: (X ) Cooking Range (X ) Refrigerator

1060

1061 **(7) Utility Allowances:** Tenant-Paid Utilities [5.632] If indicated by an (X) below,  
1062 SMHA shall provide Tenant with a Utility Allowance in the monthly amount totaling  
1063 \$\_\_\_\_\_ for the following utilities paid directly by the Tenant to the Utility supplier:  
1064 (X ) Electricity (X ) Gas (X ) Heat ( ) Water ( ) Sewerage ( ) Trash removal ( ) Tenant-  
1065 supplied cooking range ( ) Tenant-supplied refrigerator

1066

1067 **(8) Charges for Excess Appliances** (Not applicable to Tenants who pay utilities directly  
1068 to utility supplier.) Charges for excess appliances are due per the following: [966.4(b)(2)]

1069

1070 Air Conditioners: An additional charge of \$20 per month per A/C unit will be payable **for**  
1071 **each month of occupancy** that an air conditioner is installed in a window in the  
1072 premises. (Window mount or window exhaust air conditioners may be installed only  
1073 during the period of June 1 through September 30. Window mount or window exhaust air  
1074 conditioners installed during the period October 1 through May 31 may be removed by  
1075 SMHA personnel, at which time a charge of \$20 per air conditioner removed will be  
1076 assessed on Tenant. If a doctor provides a prescription that Tenant requires an air  
1077 conditioner during the restricted months, an air conditioner will be allowed, and a \$20 per  
1078 month charge will be assessed for each month the air conditioner is installed.)

1079

1080 Other Appliances: an additional charge of \$10.00 per month will be assessed for each  
1081 month of occupancy for each excess appliance on the premises:

1082 \$10.00 - Freezer

1083 \$10.00 - Extra Refrigerator

1084 \$10.00 - Clothes Washer

1085 \$10.00 - Clothes Dryer

**SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE**

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1086 **(9) Security Deposit:** Tenant agrees to pay as a security deposit. See Part I of this lease  
1087 for information on treatment of the Security Deposit. [966.3 (b)(5)]

1088  
1089 **(10) Lead Safety:** The SMHA shall provide Tenant with a Lead Hazard Information  
1090 Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the  
1091 lease.

1092  
1093 **(11) THE LEASED PREMISES IS NOT SERVICED BY A MAINTAINED AND**  
1094 **OPERATIVE SPRINKLER SYSTEM.** Common areas may have sprinkler systems that  
1095 are serviced and inspected annually.

1096  
1097 **(12) Execution:** By Tenant’s signature below, Tenant and household agree to the terms  
1098 and conditions of Part I and II of this lease and all additional documents made a part of  
1099 the lease by reference.

1100  
1101 By the signature(s) below I/we also acknowledge that the Provisions of Part I of this  
1102 Lease Agreement have been received and thoroughly explained to me/us.

1103  
1104 TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_  
1105 CO-TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_  
1106 CO-TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_  
1107 CO-TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_  
1108 SMHA REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_  
1109 WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_

1110  
1111 **TENANT’S CERTIFICATION**

1112  
1113 I, \_\_\_\_\_ hereby certify that I, and other members of my  
1114 Household, have not committed any fraud in connection with any federal housing  
1115 assistance program, unless such fraud was fully disclosed to SMHA before execution of  
1116 the lease, or before SMHA approval for occupancy of the unit by the Household member,  
1117 as indicated in a signed statement provided by me.

1118  
1119 I further certify that all information or documentation submitted by myself or other  
1120 Household members to SMHA in connection with any federal housing assistance  
1121 program (before and during the lease term) are true and complete to the best of my  
1122 knowledge and belief.

1123  
1124  
1125 \_\_\_\_\_  
1126 Tenant’s Signature Date \_\_\_\_\_ Date

1127  
1128  
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## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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### **ATTACHMENTS:**

This Lease consists of Part I and Part II, and the following list of attachments that are made a part of the lease by reference. By executing this Lease Tenant certifies receipt of all the attachments listed below. Any attachment may be modified from time to time by SMHA provided that SMHA shall give at least 30-day written notice to each affected Tenant setting forth the proposed modification, the reasons thereof, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by SMHA prior to the proposed modification becoming effective. A copy of such notice shall be: (a) Delivered directly or mailed to each Tenant; or (b) Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. [24CFR966.5]

- Lease Attachment 1: Public Housing Grievance Procedure
- Lease Attachment 2: Community Service and Self-Sufficiency Policy
- Lease Attachment 3: Pet Ownership Policy
- Lease Attachment 4: Special Charges to Tenants for Repair of Damages
- Lease Attachment 5: Violence Against Women Act Policy (VAWA)
- Lease Attachment 6: Tenant Handbook

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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## Lease Attachment 1

### Public Housing Grievance Procedure

#### I. Definitions applicable to the grievance procedure: (§ 966.53)

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- A. Grievance: Any dispute a Tenant may have with respect to SMHA action or failure to act in accordance with the individual Tenant's lease or SMHA regulations that adversely affects the individual Tenant's rights, duties, welfare or status.
  - B. Complainant: Any Tenant (as defined below) whose grievance is presented to the SMHA (at the central office or the development office) in accordance with the requirements presented in this procedure.
  - C. Elements of due process: An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
    - 1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
    - 2. Right of the Tenant to be represented by counsel;
    - 3. Opportunity for the Tenant to refute the evidence presented by the SMHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
    - 4. A decision on the merits of the case.
  - D. Hearing Officer: A person selected in accordance with **24 CFR § 966.55** and this procedure to hear grievances and render a decision with respect thereto.
  - E. Hearing Panel: A three member panel selected in accordance with **24 CFR § 966.55** and this procedure to hear grievances and render a decision with respect thereto.
  - F. Tenant: The adult person (or persons other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the SMHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
  - G. Resident Organization: An organization of residents, which also may include a resident management corporation.

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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1195 **II. Applicability of this grievance procedure (966.51)**

1196 In accordance with the applicable Federal regulations (**24 CFR § 966.50**) this grievance  
1197 procedure shall be applicable to all individual grievances (as defined in Section I above)  
1198 between Tenant and the SMHA with the following exceptions:

- 1199
- 1200 A. The SMHA grievance procedure shall not be applicable to disputes between  
1201 Tenants not involving the SMHA or to class grievances. The grievance procedure  
1202 is not intended as a forum for initiating or negotiating policy changes between a  
1203 group or groups of Tenants and the SMHA's Board of Commissioners. **[966.51**  
1204 **(b)]**
- 1205 B. Any grievance concerning a termination of tenancy or eviction that involves:
- 1206 a. Any criminal activity that threatens the health, safety or right to peaceful  
1207 enjoyment of SMHA's public housing premises of other residents or  
1208 employees of SMHA;
- 1209 b. Any violent or drug related criminal activity on or off SMHA's public  
1210 housing premises; or
- 1211 c. Any criminal activity that resulted in felony conviction of a household  
1212 member.

1213

1214 This grievance procedure is incorporated by reference in all Tenant dwelling leases and  
1215 will be furnished to each Tenant and all resident organizations. **[966.52 (b) and (d)]**  
1216

1217 Any changes proposed in this grievance procedure must provide for at least 30 days  
1218 notice to Tenants and Resident Organizations, setting forth the proposed changes and  
1219 providing an opportunity to present written comments. Comments submitted shall be  
1220 considered by the SMHA before any revisions are made to the grievance procedure.  
1221 **[966.52 (c)]**  
1222

1223 **III. Informal settlement of a grievance [966.54]**

1224 Any grievance must be personally presented, either orally or in writing, to the SMHA's  
1225 central office or the management office of the development in which the complainant  
1226 resides **within ten days after the grievable event.**  
1227

1228 Grievances related to complaints about operational matters that are received by the  
1229 SMHA's central office will be referred to the person responsible for the management of  
1230 the development in which the complainant resides. Grievances involving complaints  
1231 related to discrimination, harassment, or disability rights will be referred to the Executive  
1232 Director.  
1233

1234 As soon as the grievance is received, it will be reviewed by the management office of the  
1235 development to be certain that neither of the exclusions in paragraphs II.A or II.B above  
1236 applies to the grievance. Should one of the exclusions apply, the complainant will be  
1237 notified in writing that the matter raised is not subject to the SMHA's grievance  
1238 procedure, with the reason thereof.

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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1239 If neither of the exclusions cited above apply, the complainant will be contacted within  
1240 ten working days to arrange a mutually convenient time to meet so the grievance may be  
1241 discussed informally and settled without a formal grievance hearing. At the informal  
1242 hearing the complainant will present the grievance and the Executive Director or  
1243 designee or the person in charge of the management office will attempt to settle the  
1244 grievance to the satisfaction of both parties.

1245  
1246 Following the informal discussion, the SMHA shall prepare and either hand deliver or  
1247 mail to Tenant a summary of the discussion that must specify the names of the  
1248 participants, the dates of meeting, the nature of the proposed disposition of the complaint  
1249 and the specific reasons thereof, and shall specify the procedures by which a formal  
1250 hearing under this procedure may be obtained if the complainant is not satisfied. A copy  
1251 of this summary shall also be placed in Tenant's file. A receipt signed by the complainant  
1252 or a return receipt for delivery of certified mail, whether or not signed, will be sufficient  
1253 proof of time of delivery for the summary of the informal discussion. **[966.55 (a)]**

#### 1254 1255 **IV. Formal Grievance Hearing**

1256 If the complainant is dissatisfied with the settlement arrived at in the informal hearing,  
1257 the complainant must submit a written request for a formal grievance hearing to the  
1258 management office of the development where Tenant resides **no later than five working**  
1259 **days after the summary of the informal hearing is received.**

1260  
1261 The written request shall specify:  
1262       The reasons for the grievance;  
1263       The action of relief sought from the SMHA; and  
1264       Several dates and times when the complainant can attend a grievance hearing.

1265  
1266 If the complainant requests a hearing in a timely manner, SMHA shall schedule a hearing  
1267 on the grievance at the earliest time possible for the complainant, SMHA and the hearing  
1268 officer or hearing panel. The hearing shall be scheduled promptly for a time and place  
1269 reasonably convenient to both the complainant and SMHA. A written notification  
1270 specifying the time, place and the procedures governing the hearing shall be delivered to  
1271 the complainant and the appropriate SMHA official.

1272  
1273 If the complainant fails to request a hearing within five working days after receiving the  
1274 summary of the informal hearing, the SMHA's decision rendered at the informal hearing  
1275 becomes final and the SMHA is not obligated to offer the complainant a formal hearing  
1276 unless the complainant can show good cause why he failed to proceed in accordance with  
1277 this procedure. **[966.55 (c) and (d)]**

1278  
1279 Failure to request a grievance hearing does not affect the complainant's right to contest  
1280 the SMHA's decision in a court hearing. **[966-54 (c)]**

#### 1281 1282 **V. Selecting the Hearing Officer or Hearing Panel [966.55 (b)(2)(ii)]**

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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1283 A grievance hearing shall be conducted by an impartial person or persons appointed by  
1284 the SMHA after consultation with resident organizations, as described below:

1285

1286 A. The SMHA shall nominate a slate of impartial persons to sit as hearing officers or  
1287 hearing panel members.

1288

1289 The SMHA will check with each nominee to determine whether there is an  
1290 interest in serving as a hearing officer or panel member, whether the nominee  
1291 feels fully capable of impartiality, whether the nominee can serve without  
1292 compensation, and what limitations on the nominee's time would affect such  
1293 service.

1294

1295 Nominees will be informed that they will be expected to disqualify themselves  
1296 from hearing grievances that involve personal friends, other residents of  
1297 developments in which they work or reside, or grievances in which they have  
1298 some personal interest.

1299

1300 Nominees who are not interested in serving as hearing officers or whose time is  
1301 too limited to make service practical will be withdrawn and other names will be  
1302 substituted.

1303

1304 B. A slate of potential hearing officers or hearing panel members nominated by the  
1305 SMHA shall be submitted to the SMHA's Resident Organizations. Written  
1306 comments from the organizations shall be considered by the SMHA before the  
1307 nominees are appointed as hearing officers or panel members.

1308

1309 C. When the comments from Resident Organizations have been received and  
1310 considered, the nominees will be informed that they are the SMHA's official  
1311 grievance hearing committee. SMHA will subsequently contact committee  
1312 members in random order to request their participation as hearing panel members  
1313 or hearing officers.

1314

### 1315 **VI. Escrow deposit required for a hearing involving rent [966.55 (e)]**

1316 Before a hearing is scheduled in any grievance involving the amount of rent which the  
1317 SMHA claims is due under this lease, the complainant shall pay to the SMHA an amount  
1318 equal to the rent due and payable as of the first of the month preceding the month in  
1319 which the act or failure to act took place. The complainant shall, thereafter, deposit the  
1320 same amount of the monthly rent in an escrow account monthly until the complaint is  
1321 resolved by decision of the hearing officer or hearing panel.

1322

1323 This requirement will not be waived by the SMHA unless the complainant is paying  
1324 minimum rent and the grievance is based on a request for a hardship exemption or the  
1325 Tenant's welfare benefits have been reduced for welfare fraud or failure to comply with  
1326 economic self sufficiency requirements. **In these cases only**, rent need not be escrowed.

## **SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE**

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1327 **VII. Scheduling hearings [966.55 (f)]**

1328 When a complainant submits a timely request for a grievance hearing, the SMHA will  
1329 immediately contact hearing panel members or hearing officers in random order to  
1330 request their participation until one is available on the date and at the time arranged.

1331  
1332 Once the hearing panel or hearing officer have agreed upon the hearing date and time, the  
1333 complainant, the manager of the development in which the complainant resides, and  
1334 hearing panel members or officer shall be notified in writing. Notice to the complainant  
1335 shall be in writing, either personally delivered to complainant or sent by mail, return  
1336 receipt requested.

1337  
1338 The written notice will specify the time, place and procedures governing the hearing.

1339  
1340 **VIII. Procedures governing the hearing [966.56]**

1341 The hearing shall be held before a hearing panel or hearing officer as described above in  
1342 Section VII. The complainant shall be afforded a fair hearing, which shall include:

1343  
1344 A. The opportunity to examine before the hearing any SMHA documents, including  
1345 records and regulations, that are directly relevant to the hearing.  
1346 The Tenant shall be allowed to copy any such document at the Tenant's expense.  
1347 If the SMHA does not make the document available for examination upon request  
1348 by the complainant, the SMHA may not rely on such document at the grievance  
1349 hearing.

1350  
1351 B. The right to be represented by counsel or other person chosen as the Tenant's  
1352 representative and to have such person make statements on the Tenant's behalf.  
1353  
1354 The right to a private hearing unless the complainant requests a public hearing.  
1355 The right to present evidence and arguments in support of the Tenant's complaint  
1356 to controvert evidence relied on by the SMHA or project management, and to  
1357 confront and cross examine all witnesses upon whose testimony or information  
1358 the SMHA or project management relies; and

1359  
1360 C. A decision based solely and exclusively upon the fact presented at the hearing.  
1361 **[966-56(b)]**

1362  
1363 The hearing panel or officer may render a decision without proceeding with the hearing if  
1364 they determine that the issue has been previously decided in another proceeding. **[966-56**  
1365 **(c)]**

1366  
1367 At the hearing, the complainant must first make a showing of an entitlement to the relief  
1368 sought and, thereafter, the SMHA must sustain the burden of justifying the SMHA action  
1369 or failure to act against which the complaint is directed. **[966.56 (e)]**

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## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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1371 The hearing shall be conducted informally by the hearing panel or officer. Oral or  
1372 documentary evidence pertinent to the facts and issues raised by the complaint may be  
1373 received without regard to admissibility under the rules of evidence applicable to judicial  
1374 proceedings. **[966.56 (f)]**

1375  
1376 The hearing panel or officer shall require the SMHA, the complainant, counsel and other  
1377 participants or spectators to conduct themselves in an orderly fashion. Failure to comply  
1378 with the directions of the hearing panel or officer to obtain order may result in exclusion  
1379 from the proceedings or in a decision adverse to the interests of the disorderly party and  
1380 granting or denial of the relief sought, as appropriate. **[966.56 (f)]**

1381  
1382 The complainant or the SMHA may arrange in advance, at expense of the party making  
1383 the arrangement, for a transcript of the hearing. Any interested party may purchase a copy  
1384 of such transcript. **[966.56 (g)]**

1385  
1386 The SMHA must provide reasonable accommodation for persons with disabilities to  
1387 participate in the hearing. Reasonable accommodation may include qualified sign  
1388 language interpreters, readers, accessible locations, or attendants. If the Tenant is visually  
1389 impaired, any notice to the Tenant which is required under this procedure must be in an  
1390 accessible format. **[966.56 (h)]**

1391  
1392 If a hearing panel member or officer fails to disqualify himself/herself as required in  
1393 Section V.A., the SMHA will remove the panel member or officer from the hearing  
1394 committee, invalidate the results of the hearing and schedule a new hearing with a new  
1395 hearing panel or officer.

1396  
1397 **IX. Failure to appear at the hearing**

1398 If the complainant or the SMHA fails to appear at the scheduled hearing, the hearing  
1399 panel or officer may make a determination to postpone the hearing **for not to exceed five**  
1400 **business days**, or may make a determination that the party has waived his right to a  
1401 hearing. **[966.56 (d)]**

1402  
1403 Both the complainant and the SMHA shall be notified of the determination by the hearing  
1404 panel or officer; provided, that a determination that the complainant has waived his right  
1405 to a hearing shall not constitute a waiver of any right the complainant may have to contest  
1406 the SMHA's disposition of the grievance in court. **[966.56 (d)]**

1407  
1408 **X. Decision of the hearing panel or officer [966.57]**

1409 The hearing panel or officer shall prepare a written decision, together with the reasons for  
1410 the decision a reasonable time after the hearing. A copy of the decision shall be sent to  
1411 the complainant and the SMHA.

1412  
1413 The SMHA shall retain a copy of the decision in the Tenant's folder. A copy of the  
1414 decision with all names and identifying references deleted shall also be maintained on file

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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1415 by the SMHA and made available for inspection by a prospective complainant, his  
1416 representative, or the hearing panel or officer.

1417  
1418 The decision of the hearing panel or officer shall be binding on the SMHA, which shall  
1419 take all actions, or refrain from any actions, necessary to carry out the decision unless the  
1420 SMHA's Board of Commissioners determines within ten working days, and promptly  
1421 notifies the complainant of its determination that:

1422  
1423 A. The grievance does not concern SMHA action or failure to act in accordance  
1424 with or involving the complainant's lease or SMHA regulations, which adversely  
1425 affect the complainant's rights, duties, welfare or status.

1426  
1427 B. The decision of the hearing panel or officer is contrary to applicable Federal,  
1428 State or local law, HUD regulations, or requirements of the annual contributions  
1429 contract between HUD and the SMHA.

1430  
1431 C. A decision by the hearing panel or officer or Board of Commissioners in favor  
1432 of the SMHA or which denies the relief requested by the complainant in whole or  
1433 in part shall not constitute a waiver of, nor affect in any way, the rights of the  
1434 complainant to a trial or judicial review in any court proceedings which may be  
1435 brought in the matter later. **[966.57]**

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# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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**Lease Attachment 2**  
**Community Service and Self Sufficiency Policy**

**INTRODUCTION**

The Quality Housing and Work Responsibility Act of 1998, as amended, mandates that every non-exempt adult resident of public housing is required to perform eight (8) hours of community service each month or participate in a self-sufficiency program for at least eight (8) hours each month or a combination of the two totaling at least eight (8) hours each month. The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification. These requirements will be referred to as CSSR in the policy (Community Service and Self-Sufficiency Requirements).

**A. EXEMPT RESIDENTS**

Residents exempt from the requirement are those who are:

1. 62 years of age or older;
2. a) Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, he/she is unable to comply with the service provisions of this subpart, or  
b) Is a primary caretaker of such individual;
3. Engaged in work activities. In order for an individual to be exempt from the CSSR requirement because he/she is “engaged in work activities,” the person must be participating, at a minimum of 30 hours per week, in an activity that meets one of the following definitions of “work activity” contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
  - a) Unsubsidized employment;
  - b) Subsidized private-sector employment;
  - c) Subsidized public-sector employment;
  - d) Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - e) On-the-job-training;
  - f) Job-search;
  - g) Community service programs;
  - h) Vocational educational training (not to exceed 12 months with respect to any individual);
  - i) Job-skills training directly related to employment;

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- 1479                   j) Education directly related to employment in the case of a recipient  
1480                   who has not received a high school diploma or a certificate of high  
1481                   school equivalency;  
1482                   k) Satisfactory attendance at secondary school or in a course of study  
1483                   leading to a certificate of general equivalency, in the case of a  
1484                   recipient who has not completed secondary school or received such a  
1485                   certificate;  
1486  
1487                   4. Able to meet requirements under a State program funded under part A of  
1488                   title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under  
1489                   any other welfare program of the State including a State-administered  
1490                   Welfare-to-Work program; or,  
1491                   5. A member of a family receiving assistance, benefits, or services under a  
1492                   State program funded under part A of title IV of the Social Security Act  
1493                   (42 U.S.C. Section 601 et seq.), or under any other welfare program of the  
1494                   State, including a State-administered Welfare-to-Work program, and has  
1495                   not been found by the State or other administering entity to be in  
1496                   noncompliance with such a program.  
1497  
1498                   6. HUD has determined that the Supplemental Nutrition Assistance Program  
1499                   (SNAP) qualifies as a welfare program of the State. Therefore, if a  
1500                   resident is a member of a family receiving assistance under SNAP, and  
1501                   has been found by the administering State to be in compliance with the  
1502                   program requirements, that resident is exempt from the CSSR.  
1503

1504 **B. PROCESS FOR DETERMINING WHICH RESIDENTS ARE EXEMPT**

1505 In compliance with nondiscriminatory and equal opportunity requirements of  
1506 Federal, state and local laws, and HUD rules regulating CSSR, SMHA will  
1507 determine which residents are subject to or exempt from the CSSR.  
1508

1509 For each resident whose name appears on the Lease Agreement that is at least  
1510 eighteen (18) years of age, if a resident claims an exemption from the CSSR, the  
1511 head of household must show third-party documentation that the resident claiming  
1512 exemption meets one of the exemption classifications set forth in Section A of  
1513 this policy. All adult residents not claiming an exemption or who do not have  
1514 proof that they are exempt will be deemed eligible to perform the CSSR.  
1515

1516 For purposes of CSSR exemption, third-party documentation may include, but is  
1517 not limited to:

- 1518                   1. A birth certificate or some other form of government identification;  
1519                   2. Some form of verification of disability as defined under 216 or 1614 under  
1520                   the 1982 Social Security Act and a written certification from the person  
1521                   claiming the disability that because of the disability she or he cannot  
1522                   comply with the CSSR.

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- 1523 3. A written certification that the resident is the primary caretaker for a  
1524 disabled family member and the documents certifying the disability of the  
1525 family member for whom care is being provided.  
1526  
1527 4. Proof of employment.  
1528  
1529 5. Proof of exemption from having to work under a State program funded  
1530 under Part A of title IV of the Social Security Act.  
1531  
1532 6. Proof of participation in the State of New York's Welfare to Work  
1533 program.  
1534

1535 SMHA makes the final determination whether to grant an exemption from CSSR.  
1536 If a Resident does not agree with SMHA's determination, the resident may  
1537 dispute the decision through SMHA's Grievance Procedure.  
1538

### 1539 C. PROCESS FOR DETERMINING CHANGES TO EXEMPT STATUS

1540 When a non-exempt resident becomes exempt, it is his or her responsibility to  
1541 report this to SMHA and provide third-party documentation. When an exempt  
1542 Resident becomes non-exempt, he or she shall report this to SMHA within  
1543 fourteen (14) days.  
1544

### 1545 D. COMMUNITY SERVICE

1546 Eligible community service activities include, but are not limited to, serving at:  
1547

- 1548 1. Local public or nonprofit institutions, such as schools, Head Start  
1549 Programs, before- or after-school programs, childcare centers, hospitals,  
1550 clinics, hospices, nursing homes, recreation centers, senior centers, adult  
1551 daycare programs, homeless shelters, feeding programs, food banks,  
1552 (distributing either donated or commodity foods), faith based  
1553 organizations or clothes closets (distributing donated clothing);  
1554  
1555 2. Nonprofit organizations serving SMHA residents or their children, such  
1556 as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities  
1557 League (PAL), organized children's recreation, mentoring, or education  
1558 programs, Big Brothers or Big Sisters, Garden Centers, community clean-  
1559 up programs, beautification programs;  
1560  
1561 3. Programs funded under the Older Americans Act, such as Green Thumb,  
1562 Service Corps of Retired Executives, senior meals programs, senior  
1563 centers, Meals on Wheels;  
1564  
1565 4. Public or nonprofit organizations dedicated to seniors, youth, children,  
1566 residents, citizens, special-needs populations or with missions to enhance

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- 1567 the environment, historic resources, cultural identities, neighborhoods or  
1568 performing arts;  
1569  
1570 5. SMHA housing to improve grounds or provide gardens (so long as such  
1571 work does not alter SMHA's insurance coverage); or work through  
1572 resident organizations to help other residents with problems, including  
1573 serving on the Resident Advisory Board, outreach and assistance with  
1574 SMHA-run self-sufficiency activities including supporting computer  
1575 learning centers; and,  
1576  
1577 6. Care for the children of other residents so parents may volunteer.  
1578  
1579 7. Residents may perform community service on SMHA property or with or  
1580 through SMHA programs to assist with or enhance work done by a SMHA  
1581 employee.  
1582

### E. SELF-SUFFICIENCY

- 1583 Eligible self-sufficiency activities include, but are not limited to:  
1584  
1585  
1586 1. Job readiness or job training while not employed;  
1587  
1588 2. Training programs through local One-Stop Career Centers, Workforce  
1589 Investment Boards (local entities administered through the U.S.  
1590 Department of Labor), or other training providers;  
1591 3. Higher education: Residents who are students of a college or university  
1592 meet the CSSR requirement as long as their educational activities total at  
1593 least ninety-six (96) hours per year. Educational activities include class  
1594 participation in classes, studying, and other activities related to course  
1595 curriculum while a college student.  
1596  
1597 4. Apprenticeships (formal or informal);  
1598  
1599 5. Substance abuse or mental health counseling;  
1600  
1601 6. Reading, financial and/or computer literacy classes;  
1602  
1603 7. English as a second language and/or English proficiency classes;  
1604  
1605 8. Budgeting and credit counseling.  
1606  
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## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- 1610 F. THIRD-PARTY VERIFICATION  
1611 All residents performing community service activities or who are participating in  
1612 an economic self-sufficiency program must show written proof, on a standardized  
1613 form provided by SMHA, of CSSR activities performed over the last twelve (12)  
1614 months. The standardized form shall have places for signature confirmation by  
1615 supervisors, instructors, or counselors certifying the number of hours contributed,  
1616 and must have the certifying official's telephone number. Additional supporting  
1617 documentation may be requested of the resident to verify CSSR participation or  
1618 exempt status. Copies of the certification forms and supporting documentation  
1619 shall be retained in SMHA files.  
1620
- 1621 G. RESIDENT RESPONSIBILITIES AT LEASE EXECUTION  
1622 At lease execution, all adult Residents must:  
1623 1. Provide documentation, if applicable, that they qualify for an exemption;  
1624 and,  
1625  
1626 2. Sign a certification that they have received and read the CSSR policy and  
1627 understand that if they are not exempt, failure to comply with CSSR will  
1628 result in nonrenewal of their lease, per 24 CFR 966.4(l)(2)(iii)(D).  
1629
- 1630 H. RESIDENT RESPONSIBILITIES AT REEXAMINATION  
1631 No later than thirty (30) days prior to the date of the resident's next annual  
1632 reexamination of income and family composition, each nonexempt family  
1633 member must present documentation of activities performed over the previous 12  
1634 months, pursuant to Section F, Third-Party Verification.  
1635
- 1636 I. ANNUAL REVIEW OF CSSR COMPLIANCE  
1637 SMHA's annual review to verify CSSR compliance will be conducted at least  
1638 thirty (30) days before the end of the twelve (12) month Lease Agreement term.  
1639 SMHA will retain documentation of each non-exempt resident's performance in  
1640 complying with this policy or, if applicable, exemption status, in the Resident's  
1641 file.  
1642
- 1643 J. NON-COMPLIANT RESIDENTS  
1644 SMHA annually reviews resident compliance at least thirty (30) days prior to the  
1645 end of the twelve-month lease. If SMHA finds a resident is noncompliant with  
1646 CSSR, then written notice from SMHA to the resident shall state:  
1647  
1648 1. Briefly describe the finding of non-compliance with CSSR.  
1649  
1650 2. State that SMHA will not renew the resident's Lease Agreement at the end  
1651 of the twelve (12) month Lease Agreement term unless:  
1652 (a) Noncompliant resident enters into a written CSSR Compliance  
1653 Agreement with SMHA to cure such noncompliance, or

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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1654 (b) The head of household provides written assurance, satisfactory to  
1655 SMHA, that the noncompliant resident no longer resides in the  
1656 household.

1657  
1658 3. State that the resident may request a grievance hearing on the  
1659 determination, in accordance with 24 CFR Part 966, subpart B, and that  
1660 the resident may exercise any available judicial remedy to seek timely  
1661 redress for SMHA's non-renewal of the lease because of such  
1662 determination.

1663

1664 K. CSSR COMPLIANCE AGREEMENT

1665 If a non-exempt adult resident violates the CSSR, upon expiration of the Lease  
1666 Agreement, SMHA will not renew the resident's Lease Agreement unless the  
1667 head of household and any noncompliant resident enters into a written CSSR  
1668 Compliance Agreement with SMHA, in the form and manner required by SMHA,  
1669 to cure the noncompliance by completing the additional hours of community  
1670 service or economic self-sufficiency activity needed to make up the total number  
1671 of hours required over the twelve (12) month term of the new Lease Agreement;

1672

1673 The head of household shall certify to SMHA that all other non-exempt family  
1674 members are currently in compliance or are no longer residing in the household.

1675

1676 If a non-exempt resident violates the requirements of the CSSR Compliance  
1677 Agreement, at the expiration of the twelve (12) month term covered by the  
1678 agreement, SMHA will not renew the Lease Agreement and the family will be  
1679 subject to eviction proceedings.

1680

1681 L. ENFORCEMENT DOCUMENTATION

1682 Should a resident refuse to sign a written Compliance Agreement, or fail to  
1683 comply with the terms of the Compliance Agreement, SMHA will not renew the  
1684 lease at the end of the current 12-month lease term due to the fact that the family  
1685 is failing to comply with lease requirements. When initiating this action, SMHA  
1686 will provide the following procedural safeguards:

1687 1. Adequate notice to the resident of the grounds for terminating the tenancy  
1688 and for non-renewal of the lease;

1689

1690 2. Right of the resident to be represented by counsel;

1691

1692 3. Opportunity for the resident to refute the evidence presented by SMHA,  
1693 including the right to confront and cross-examine witnesses and present  
1694 any affirmative legal or equitable defense which the tenant may have; and,

1695

1696 4. A decision on the merits.

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# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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## Lease Attachment 3 **Pet Ownership Policy**

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### **1) Introduction**

In accordance with HUD regulations, SMHA will attempt to accommodate pet owning applicants and Tenants according to our eligibility, selection, admissions and pet ownership policies. In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements; valid license must be filed with SMHA. A certification signed by a licensed veterinarian or state or local official shall be annually filed with SMHA to attest to the inoculations.

### **2) Assistive Animals**

This policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy of this housing authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The Schenectady Municipal Housing Authority will verify the existence of the disability, and the need for the accommodation— if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the Schenectady Municipal Housing Authority is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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**3) Pet Defined**

SMHA will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, caged rodent or fish in aquariums will be allowed in units. Common household pets do not include reptiles. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

Commercial breeding of any animal is prohibited.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

**4) Approval**

Residents must have the prior written approval of SMHA before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before SMHA will approve the request. Residents must give SMHA a picture of the pet so it can be identified.

**5) Pet Deposit**

A pet deposit of **\$100.00** is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. If more than one pet is approved, a separate deposit is required for each pet. The deposit must be paid in full in advance of bringing a pet into an apartment.

**6) Designated Prohibited Areas**

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if SMHA designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of approved assistive animals, no pets shall be allowed in community rooms, community room kitchens, laundry rooms, public bathrooms, lobbies, hallways, playgrounds or offices in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/(building(s)). This shall be implemented based on demand for this service.

**7) Requirements Placed on Pet Owners**

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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1785 Only one (1) pet per apartment is allowed at any time unless permission is granted  
1786 for additional pets by SMHA. Any request for additional pets shall be in writing  
1787 stating the special conditions that exist to justify keeping more than one pet.  
1788

1789 In order to be registered, pets must be appropriately inoculated against rabies,  
1790 distemper and other conditions prescribed by state and/or local ordinances. They  
1791 must comply with all other state and local public health, animal control, and anti-  
1792 cruelty laws including any licensing requirements; valid license must be filed with  
1793 SMHA. A certification signed by a licensed veterinarian or state or local official  
1794 shall be annually filed with SMHA to attest to the inoculations.  
1795

1796 At SMHA's request, a Tenant shall provide a statement from their physician  
1797 verifying Tenant's ability to care for a pet.  
1798

1799 Tenants owning a cat shall provide in the apartment a litter tray for the animal's  
1800 use. Waste is to be separated daily, placed in a properly wrapped, non-absorbent  
1801 bag and properly disposed of. Cat litter shall be changed frequently to avoid  
1802 unsanitary conditions. Under no circumstances shall cat litter be flushed down any  
1803 toilet or other household drain.  
1804

1805 Any Tenant who owns or keeps a pet in their dwelling unit will be required to pay  
1806 for any damages caused by the pet. Also, any pet-related insect infestation in the  
1807 pet owner's unit will be the financial responsibility of the pet owner and SMHA  
1808 reserves the right to exterminate and charge the resident.  
1809

1810 A pet owner shall physically control or confine his/her pet during the times when  
1811 SMHA employees, agents of SMHA or others must enter the pet owner's  
1812 apartment to conduct business, provide services, enforce lease terms, etc.  
1813

1814 If a pet causes harm to any person, the pet's owner shall be required to  
1815 permanently remove the pet from SMHA's property within 24 hours of written  
1816 notice from SMHA. The pet owner may also be subject to termination of his/her  
1817 dwelling lease.  
1818

1819 A pet owner who violated any other conditions of this policy may be required to  
1820 remove his/her pet from the development within 10 days of written notice from  
1821 SMHA. The pet owner may also be subject to termination of his/her dwelling  
1822 lease.  
1823

1824 SMHA's grievance procedures shall be applicable to all individual grievances or  
1825 disputes arising out of violations or alleged violations of this policy.  
1826

1827 The pet and its living quarters must be maintained in a manner to prevent odors  
1828 and any other unsanitary conditions in the owner's unit and surrounding areas.

## SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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Repeated substantiated complaints by neighbors or SMHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

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1834

Pets that make noise continuously, including but not limited to barking, and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

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1839

### **8) Restrictions on Certain Pets**

1840

The keeping of snakes or any other reptiles is prohibited.

1841

1842

Any animal deemed to be potentially harmful or dangerous to the health or safety of others, including but not limited to attack or fight trained dogs, is prohibited.

1843

1844

1845

Dogs weighing more than twenty (20) pounds at maturity are prohibited. SMHA shall not be responsible for forecasting the weight of a dog that is not full grown. If a growing dog weighing 20 pounds or less is approved by SMHA, and the dog matures to a weight greater than 20 pounds, the dog will be in the prohibited weight class and must be removed from SMHA property.

1846

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1850

Fish tanks in excess of ten (10) gallons are prohibited.

1851

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1853

### **9) Removal of Pets**

1854

SMHA, or an appropriate community authority, shall require the removal of any pet from an apartment or other SMHA property if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the property or of other persons in the community where the project is located, including SMHA staff and Contractors, or if the health and safety of the pet is at risk.

1855

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In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, SMHA has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends can claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the original pet owner, or the new pet owner.

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SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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**Schenectady Municipal Housing Authority  
Authorization for Pet Ownership Form**

(Please fill out a form for each pet)

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Pet Owner's Name: \_\_\_\_\_

Pet Owner's Address \_\_\_\_\_

Home telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_

Pet's Name: \_\_\_\_\_

Type or Breed \_\_\_\_\_

Sprayed or Neutered? \_\_\_\_\_

License or ID Number: \_\_\_\_\_

Veterinarian Utilized: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Caregiver for the Pet: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**I have read and understand the rules governing pets and I and all members of my household promise to fully comply.**

Signature of Pet Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Please attach to this form the following:

- Picture of the Pet
- Municipal License
- Inoculations Certification, including Rabies

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# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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## Lease Attachment 4

### **Special Charges to Tenants for Repair of Damages**

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The Tenant shall be obligated to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the Tenant, a member of the household or a guest. [24CFR966.4] “Wear and Tear” is defined as: Natural wear and tear means deterioration or depreciation in value by ordinary and reasonable use of the subject-matter. (Source: Black’s Law Dictionary)

This schedule of special charges for repairs is incorporated into the lease by reference, and shall be publicly posted in a conspicuous manner in the Project Manager’s Office and shall be furnished to applicants and Tenants on request. This schedule may be modified from time to time by SMHA provided that SMHA shall give at least 30-day written notice to each affected Tenant setting forth the proposed modification, the reasons thereof, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by SMHA prior to the proposed modification becoming effective. A copy of such notice shall be: (a) Delivered directly or mailed to each Tenant; or (b) Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. [24CFR966.5]

**Charges:** The Tenant shall be charged for the cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. Negligent damage includes noncompliance with preparation instructions for eradication of pests. When SMHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by SMHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to SMHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

Apartment Key Replacement:	\$10 or actual cost if greater
Key Fob replacement:	\$10 or actual cost if greater
Lock Change at Tenant’s Request:	\$50 or actual cost for labor & materials if greater
Apartment Lock Out:	\$38 or actual cost for labor & materials if greater
Plugged Toilet/Resident Neglect:	\$35 or actual cost for labor & materials if greater

Examples of intentional or negligent damage where the cost of repair will be charged based on the actual cost to SMHA for the labor and materials needed to complete the work (this is not a complete list – for example purposes only): Range/Stove Cleaning and/or Repair; Refrigerator Cleaning and/or Repair; Wall/Ceiling/Floor/Door Repair; Smoke Detector Replacement/Repair; thermostat adjustment to proper settings due to tampering, proper apartment preparation for eradication of pests as defined by a pest control professional.

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# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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## Lease Attachment 5

### **Violence Against Women Act (VAWA) Policy**

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Schenectady Municipal Housing Authority  
SMHA VIOLENCE AGAINST WOMEN ACT POLICY  
Revised Per Violence Against Women Reauthorization Act of 2013

#### **1.0 Purpose**

The purpose of this policy is to reduce domestic violence, dating violence and stalking and to prevent the victims of such violence from becoming homeless by:

- a) Protecting victim access to affordable housing
- b) Protecting the safety of victims
- c) Creating long-term housing solutions for victims
- d) Promoting collaborative action between victim service providers and ourselves assisting SMHA to respond appropriately to the violence victim(s) while maintaining a safe environment for our employees, other agency employees who work at our sites, applicants, PH tenants, Section 8 participants, Shelter Plus Care participants and others who might be affected by our actions as a housing authority.

SMHA shall not discriminate against an applicant, public housing resident, Section 8 program participant, Shelter Plus Care participant, or other program participant on the basis of the rights or privileges provided under the VAWA.

This policy shall be incorporated into the SMHA Admissions and Continued Occupancy Policy manual, the SMHA Section 8 Administrative Plan, the SMHA Lease Agreement and the SMHA Shelter Plus Care Policy Manual.

#### **2.0 Definitions**

Definitions in this section apply only to this policy.

2.1 Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship.

2.2 Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, or 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.

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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2002 2.3 Affiliated Individual: With respect to an individual: a spouse, parent, brother, sister  
2003 or child of that individual, or an individual to whom that individual stands in loco  
2004 parentis, or any individual, tenant, or lawful occupant living in the household of that  
2005 individual.

2006  
2007 2.4 Sexual Assault: Any nonconsensual sexual act proscribed by Federal, tribal, or State  
2008 law, including when the victim lacks capacity to consent.

2009  
2010 2.5 Stalking: To follow, pursue, or repeatedly commit acts with the intent to kill, injure,  
2011 harass, or intimidate; or to place under surveillance with the intent to kill, injure,  
2012 harass, or intimidate another person; and in the course of, or as a result of, such  
2013 following, pursuit surveillance, or repeatedly committed acts, to place a person in  
2014 reasonable fear of the death of, or serious bodily injury to, or to cause substantial  
2015 emotional harm to (i) that person; (ii) a member of the immediate family of that  
2016 person; or (iii) the spouse or intimate partner of that person.

2017  
2018 2.6 Victim: Is a person who is the victim of domestic violence, dating violence, sexual  
2019 assault or stalking under this Policy and who has completed the certification referred  
2020 to in Section 3.0 of this policy statement in a complete and timely fashion.

## 2021 2022 **3.0 Certification and Confidentiality**

2023  
2024 3.1 HUD Approved Certification: For each incident where a person is claiming victim  
2025 status, that person shall certify to SMHA their victim status by completing a HUD  
2026 approved certification form (form HUD-50066). The person shall certify the date,  
2027 time and description of the incident(s), that the incident(s) are bona fide incidents of  
2028 actual or threatened abuses and meet the requirements of VAWA and this Policy.  
2029 The person shall provide information to identify the perpetrator including but not  
2030 limited to the name only if the name of the perpetrator is safe to provide and is  
2031 known, (and any and all known aliases) date of birth, address, contact information  
2032 such as postal, e-mail or internet address, telephone or fax number and other pertinent  
2033 information.

2034  
2035 3.2 Other Certification: In lieu of providing a HUD certification, a person who is  
2036 claiming victim status may provide to SMHA:

2037  
2038 a) documentation signed by the victim and an employee/agent/volunteer of a  
2039 victim services provider, an attorney, mental health professional or a medical  
2040 professional from who the victim has sought assistance in addressing domestic  
2041 violence, dating violence sexual assault or stalking or the effects of the abuse, in  
2042 which the professional attests under penalty of perjury (28 U.S.C. Sec. 1746) to the  
2043 professional's belief that the incident(s) in question are bona fide incidents of abuse  
2044 or meet the requirements found in VAWA; or

2045  
2046 b) a federal, state, tribal, territorial, administrative agency, local police or court  
2047 record.

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2048 3.3 Failure to provide Certification: The person claiming victim status shall provide  
2049 complete and accurate certification to SMHA within 14 business days after SMHA  
2050 requests in writing that the person completes the certification. If the person alleging  
2051 violence does not provide a complete and accurate certification within the 14 business  
2052 days, SMHA may take action to deny or terminate participation or tenancy.  
2053

2054 3.4 Confidentiality: SMHA shall keep all information provided under the Policy  
2055 confidential. SMHA shall not provide the information to any related entity or  
2056 individual except to the extent that:  
2057

- 2058 a) The victim requests or consent to the disclosure in writing, or
  - 2059 b) The disclosure is required for use in an eviction proceeding, or
  - 2060 c) The disclosure is required by applicable law.
- 2061

## 2062 **4.0 Basis for Denial of Admission, Assistance, or Tenancy.**

2063

2064 4.1 The SMHA shall not deny participation or admission to a program on the basis of a  
2065 person's victim status, if the person otherwise qualifies for admission or assistance.  
2066

2067 4.2 An incident or incidents of actual or threatened domestic violence, dating violence,  
2068 sexual assault or stalking will not be a serious or repeated violation of the lease by the  
2069 victim and shall not be good cause for denying to a victim admission to a program,  
2070 terminating Section 8 assistance or occupancy rights, participation in the Shelter Plus  
2071 Care Program, or evicting a tenant.  
2072

2073 4.3 Criminal activity directly related to domestic violence, dating violence, sexual assault  
2074 or stalking engaged in by a member of the tenant's household or any guest or other  
2075 person under the tenant's control shall not be cause for termination of assistance,  
2076 tenancy, or occupancy rights if the tenant or affiliated individual of the tenant is the  
2077 victim of that domestic violence, dating violence, sexual assault or stalking.  
2078

2079 4.4 A. Notwithstanding Sections 4.1, 4.2 and 4.3, the SMHA may bifurcate a lease to  
2080 evict, remove or terminate assistance to any individual who is a tenant or lawful  
2081 occupant of the housing and who engages in criminal activity directly related to  
2082 domestic violence, dating violence, sexual assault, or stalking against an affiliated  
2083 individual or other individual, without evicting, removing, termination assistance to  
2084 or otherwise penalizing the victim(s) of such criminal activity who is also a tenant or  
2085 lawful occupant of the housing.  
2086

2087 B. If SMHA evicts, removes, or terminates assistance to an individual under Section  
2088 4.4A, and the individual is the sole tenant eligible to receive assistance under a  
2089 covered housing program, SMHA shall provide any remaining tenant an opportunity  
2090 to establish eligibility for the covered housing program. If the remaining tenant(s)  
2091 cannot establish eligibility, SMHA shall provide the remaining tenant(s) with a  
2092 reasonable time to find new housing or establish eligibility for housing under another  
2093 covered housing program.

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- 2094 4.5 Nothing in Section 4.1, 4.2 or 4.3 shall limit the authority of SMHA when notified, to  
2095 honor court orders addressing rights of access to or control of the property, including  
2096 civil protection orders issued to protect the victim and issued to address the  
2097 distribution or possession of property among the household members when the family  
2098 break up.  
2099
- 2100 4.6 Nothing in Sections 4.1, 4.2 or 4.3 limits SMHA’s authority to evict or terminate  
2101 assistance to any tenant for any violation of lease not premised on the act or acts of  
2102 violence against the tenant or an affiliated individual of the tenant. However SMHA  
2103 may not hold victim to a more demanding standard than any other tenant or  
2104 participant.  
2105
- 2106 4.7 Nothing in Sections 4.1, 4.2 or 4.3 limits the SMHA’s authority to evict or terminate  
2107 assistance, or deny admission to a program if the SMHA can show an actual and  
2108 imminent threat to other tenants, neighbors, guests, their employees, persons  
2109 providing services to the tenants or the property of others if the tenant family is not  
2110 evicted or terminated from assistance or denied admission.  
2111
- 2112 4.8 Nothing in Sections 4.1, 4.2 and 4.3 limits the SMHA’s authority to deny admission,  
2113 terminate assistance or evict a person who engages in criminal acts including but not  
2114 limited to acts of violence, sexual assault or stalking against family members or  
2115 others.  
2116
- 2117 4.9 A Section 8 recipient who moves out of an assisted dwelling unit to protect their  
2118 health or safety and who: a) is a victim under this Policy; b) reasonably believes he or  
2119 she was imminently threatened by harm from further violence if she/he remains in the  
2120 unit; and c) has complied with all other obligations of the Section 8 program may  
2121 receive a voucher and/or move to another Section 8 jurisdiction.  
2122
- 2123 4.10 A public housing tenant who is a victim under this policy may be allowed to transfer  
2124 to another available and safe dwelling unit pursuant to SMHA’s Transfer Policy if:  
2125 a) The tenant expressly requests a transfer; and  
2126 b) (i) reasonably believes he or she is threatened with imminent harm from  
2127 further violence if he or she remains in the unit; or  
2128 (ii) is a sexual assault victim, and the sexual assault occurred on the premises  
2129 during the 90-day period preceding the transfer request.  
2130

## **5.0 Actions Against a Perpetrator**

2131  
2132  
2133 The SMHA may evict, terminate assistance, or deny admission to a program or bring  
2134 charges of trespass on its property against a perpetrator under this Policy. The victim  
2135 shall take action to control or prevent the domestic violence, dating violence, sexual  
2136 assault or stalking. These actions may include but are not limited to: a) obtaining and  
2137 enforcing a restraining or no-contact order, or an order for protections against the  
2138 perpetrator; b) obtaining and enforcing a trespass charge against the perpetrator; c)

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2139 preventing the delivery of the perpetrator’s mail to the victim’s unit; d) providing  
2140 identifying information listed in 3.1; and e) other reasonable measures.

2141

2142 **6.0 Notice to Applicants, Participants, Tenants and Section 8 Landlords and**  
2143 **Managers.**

2144

2145 SMHA shall provide notice to applicants, participants, tenants, managers and owners  
2146 of their rights and obligations under Section 3.4 Confidentiality and Section 4.0 Basis  
2147 for Denial of Admission, Assistance or Tenancy.

2148

2149 **7.0 Preferences**

2150

2151 Families who are victims under VAWA will receive a preference in SMHA’s public  
2152 housing, Section 8, and Shelter Plus Care programs. Families/family members who  
2153 have been victims of domestic violence, dating violence, sexual assault or stalking  
2154 shall provide an acceptable form of certification to qualify for preference, as outlined  
2155 in Section 3.0.

2156

2157 **8.0 Reporting Requirements**

2158

2159 SMHA shall include in its 5 Year Plan a statement of goals, objectives, policies or  
2160 programs that will serve the needs of victims. SMHA shall also include a description  
2161 of activities, services or programs provided or offered either directly or in partnership  
2162 with other service providers to victims, in order to help victims obtain or maintain  
2163 housing or to prevent the abuse or to enhance the safety of victims.

2164

2165 **9.0 Conflict and Scope**

2166

2167 This Policy does not enlarge SMHA’s duty under any law, regulation or ordinance.  
2168 If this Policy conflicts with the applicable law, regulation or ordinance, the law,  
2169 regulation or ordinance shall control. If this Policy conflicts with any other SMHA  
2170 policy, this Policy will control.

2171

2172 **10.0 Amendment**

2173

2174 The Executive Director may recommend to the Board of Commissioners amendments  
2175 to this policy when it is deemed reasonable to effectuate the Policy’s intent, purpose,  
2176 or interpretation. The amendment shall be effective and incorporated into appropriate  
2177 program policies and manuals on that date the amendment is approved by the  
2178 Commissioners.

2179

2180 10.1 The U.S. Department of Housing and Urban Development is developing a notice with  
2181 notification provisions and a model transfer policy pursuant to the Violence Against  
2182 Women Reauthorization Act of 2013. SMHA will amend this policy is necessary to  
2183 fully implement any developments.

2184

# SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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2185 **11.0** **Legislative and Regulatory authority**

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The provisions of its policy are based on conformity with the provision of the following laws, regulations and notices:

2190

a) The Violence Against Woman Act of 1994

2191

b) The Violence Against Women Reauthorization Act of 2005

2192

c) The Violence Against Women Reauthorization Act of 2013

2193

d) U.S. Department of Housing and Urban Development, Notice PIH 2006-23

2194

e) U.S. Department of Housing and Urban Development, Notice PIH 2006-42

# Tenant Handbook

Schenectady Municipal  
Housing Authority

Revised: 04/01/2016

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Richard E. Homenick, Executive Director  
375 Broadway, Schenectady, New York 12305 ♦ (518) 386-7000

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## WELCOME FROM THE EXECUTIVE DIRECTOR

Dear Public Housing Resident,

We have prepared this handbook for those who are new to public housing and for those who currently reside with us, with the hope that it will help answer many of the questions you may have about what to expect from the Schenectady Municipal Housing Authority (SMHA), and what is expected of you during your tenancy.

This Tenant Handbook is incorporated into your lease by reference, which means it is a part of your lease, and that you are responsible for complying with the information provided in this Handbook just as you are responsible for complying with the contents of the rest of your lease.

This handbook will serve as a valuable reference source, providing the latest information on current Housing Authority policies and procedures that pertain to you and your home. In these pages you will find information about everything from rent paying procedures to household cleaning tips, from social and community services to maintenance and emergency services, from what to do if you are locked out to how to go about joining your resident association and tenant patrol. In sum, this handbook will explain clearly the conditions of occupancy we expect you to observe as a resident and, in turn, what you can expect from us, your landlord.

The staff of the Schenectady Municipal Housing Authority has proudly provided effective, courteous housing management to countless families for more than 75 years. Our aim is to work with you to make sure that your home with us is a happy and safe one, a home to be proud of.

*Sincerely,*  
Richard E. Homenick  
Executive Director

## ABOUT YOUR APARTMENT

### Pre-Occupancy Inspection

As a new resident you are entitled to a pre-occupancy inspection of your new apartment, with your Project Manager or Occupancy Specialist, in order to identify items and conditions that may need repair to avoid future charges.

Inspect your apartment as soon as you receive the keys. Give it a thorough look. It should be in good condition, but if you do see that anything is missing or in need of repair, advise your Project Manager or Occupancy Specialist as quickly as possible, verbally and in writing. If you fail to do so within a reasonable period of time, then *you* may be held responsible and face possible costs for the work required.

### Door Locks

The entrance door(s) of your apartment has been equipped with a good lock. We permit no replacements. You may NOT purchase an additional lock, or change the lock we have provided. In case of an emergency, the Housing Authority must be able to gain entry. You will be responsible for the full cost of removing an added or changed lock, and reinstalling a lock approved and provided by SMHA.

### Self-Closing Doors

You may have an apartment entry door that is the self-closing type; that is, when opened and released, the door swings shut and completely closes and latches by itself. Self-closing apartment entrance doors help to prevent the spread of fire. Residents are prohibited by law from removing or disabling any self-closing apartment entrance door or permitting such a door to be held open by any device. There are no exceptions to this requirement.

Floor covering and improperly installed door locks can prevent the self-closing mechanism from working. Any carpeting that impedes the self-closing mechanism should be cut away in the area of the door's swing. To ensure that your apartment entrance door closes properly, it will be inspected periodically. Any repairs, improvements or alterations needed to restore the self-closing feature will be made. If your apartment entrance door fails to close and latch by itself you should call in a Work Order by using the Maintenance Hot Line – (518) 372-5896.

### **Ingress and Egress**

Ingress and Egress is another way of saying “a way in and a way out” of your apartment. It is required that the windows and doors in your apartment are not obstructed by large furniture items, such as a bunk-bed in front of a bedroom window. Keep the windows leading to the outside clear of any objects that might obstruct exit. If windows become the only escape from fire you will want a clear escape route.

### **Smoke Detectors**

Each SMHA apartment is equipped with the proper amount of smoke detectors, and they are installed in the proper locations, as required by law. Removing, damaging or in any way disabling a smoke detector so that it does not operate properly is a violation of SMHA policy, and a violation of the law. Once a smoke detector has been installed in your apartment, you are responsible for periodically inspecting and testing it to determine that it is in working order. If for some reason the smoke detector is not working, you should call in a Work Order by using the Maintenance Hot Line – (518) 372-5896.

New batteries should be installed at least once a year. It will be easier to remember this task if you install them on a birthday, a holiday, or when you adjust your clocks forward or back in the spring and fall. Many battery-powered units “chirp” or give some other signal when their batteries need replacement.

Federal law requires the Housing Authority to provide all hearing impaired individuals with a visual smoke alarm. Please notify your Project Manager if anyone in your apartment is hearing impaired, and a visual smoke alarm will be installed free of charge.

### **Carbon Monoxide Detectors**

Carbon monoxide (CO) is a colorless, odorless, tasteless and toxic gas that results from the incomplete combustion of fossil fuels, such as gasoline, natural gas and oil. Dangerous amounts of CO can accumulate when fuel is not burned properly, or when rooms are poorly ventilated and the CO is unable to escape.

We have installed a combination smoke and CO detector in every apartment where a fossil fuel-burning furnace or boiler is located. This includes Maryvale Apartments, Lincoln Heights, Steinmetz Homes and MacGathan Townhouses (CO detectors are being added along with the conversion from electric heat to gas heat at MacGathan).

### Telephones

You have to make all of your telephone arrangements directly with the telephone company you use.

### Antennas and Satellite Dishes

Installation of cable television, which is available in virtually all Housing Authority developments, is the responsibility of the resident.

SMHA residents are prohibited from installing any television or other antenna on the window sill or any place outside of their apartment, including the grounds. This includes any type of satellite dish antenna that might be attached to window frames or the exterior of any building. Satellite dishes are only allowed **inside** of a resident's apartment. Roof antennas are not permitted. However, a master TV antenna may be available at your development. Contact your Project Manager for details.

### Painting

All apartments are scheduled for painting by the Authority on the basis of need. If you wish to paint your own apartment, please obtain written consent from your Project Manager. You may be held responsible for the cost of removing or covering over unauthorized painting.

### Pest Control/Exterminator Service

The Authority will provide a pest control service on a regularly scheduled basis, without charge to you. Please cooperate by admitting the exterminator when he or she comes to inspect and treat your apartment, and, if you cannot be home, a member of the maintenance staff will allow entry to your apartment and accompany the exterminator as they complete the work. You will be notified in advance of scheduled routine visits. Your cooperation will ensure a vermin-free home.

You must report the presence of any mice, roaches or other vermin as soon as they are discovered, and your Project Manager will immediately schedule a visit. You should never use any multiple fogger type aerosol bug sprays in the apartment.

### Bed Bugs

Yes, it's true. Bed bugs are infesting homes throughout the country, and right here in Schenectady. Bed bugs are being found in expensive hotels, homes of wealthy people as well as people in apartments and public housing. Bedbugs will move into clean homes, and not so clean homes.

Bed bugs are small insects that feed on human blood. They are usually active at night when people are sleeping. Adult bed bugs have flat, rusty-red-colored oval bodies. About the size of an apple seed, they are big enough to be easily seen, but often hide in cracks in furniture, floors, or walls. When bed bugs feed, their bodies swell and become brighter red. They can live for several weeks or months without food or water. Although bed bugs are a nuisance, they are not known to spread disease.

In most cases, people carry bed bugs into their homes unknowingly, in infested luggage, furniture, bedding, or clothing. Bed bugs may also travel between apartments through small crevices and cracks in walls and floors. You may notice itchy skin welts. You may also see the bed bugs themselves, small bloodstains from crushed insects, or dark spots from their droppings. It is often hard to see them because they hide in or near beds, other furniture, and in cracks.

If you discover that you have bed bugs, contact the SMHA Maintenance Hotline Right away at 372-5896. Also, you can call Project Manager. We will send our exterminator to your apartment, and if you have bedbugs, we will begin treatment.

Our exterminator will come to your apartment and inspect. SMHA maintenance and or the Project Manager may appear as well. Once the exterminator determines if you have bedbugs or not, we will schedule the treatment day, and give you a list of things you will need to do to prepare for the treatment. You will told by the exterminator how to prepare for treatment. If you do not comply with treatment preparation instructions you may be charged for the cost of preparation performed by the SMHA or its representative, which may include exterminator appearance charges.

SMHA takes bed bugs very seriously, so we expect all residents to cooperate. Remember that you agreed in your lease to comply with obligations affecting health and safety imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

**How can I keep bed bugs out of my home?** Most bedbug infestations come in with used furniture. Never bring used or discarded bed frames, mattresses, box springs, or upholstered (fabric, leather, etc.) furniture into your home. Wash clothing and bedding immediately after returning from a trip, whether it's to Grandma's house, a sleepover at a friend's home, or to a hotel or motel.

### [Laundry and Washing Machines](#)

Some developments have a centrally located laundry room equipped with coin operated washing machines and dryers. If your apartment is equipped to install a washer and

dryer hookup and you wish to install a washing machine in your apartment, you must obtain written approval and instructions from your Project Manager. Please follow specific instructions for installation issued by the Housing Authority. Improper installation may result in hazards and inconveniences to you and your neighbors. The most common problem with faulty hook-ups involves hot water gushing out of cold water faucets and a reduction in hot water. You wouldn't want a neighbor to do this to you — don't do it to a neighbor! In addition, only ENERGY STAR rated appliances will be approved for installation.

ENERGY STAR is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping us all save money and protect the environment through energy efficient products and practices.

### Vehicle Parking and Vehicle Rules

The Schenectady Municipal Housing Authority provides parking spaces for use by authorized residents who obtain a parking permit sticker. In all developments, parking is available on a first-come, first-served basis. Consult your Occupancy Specialist for information on parking availability and permits. The Housing Authority will not assume any responsibility for any automobile (including yours) parked on Authority property. The duplication or misuse of parking permits may lead to termination of tenancy proceedings.

Any vehicle parked on SMHA property without a parking sticker may be issued a violation ticket.

Any vehicle parked on SMHA property without a valid registration and inspection may be towed without further warning to the vehicle owner.

Any vehicle on SMHA property that is parked on grass, sidewalks, fire lanes, courtyards, or any other part of the property not designated as a parking area may be towed without further warning to the vehicle owner. Vehicles parked in a designated handicapped parking area must properly display authorized handicapped tags, or be subject to towing.

Tenants are permitted to only change tires, oil, air filters and perform tune-ups on their own vehicles.

For parking and vehicle removal during winter storms and subsequent snow removal, please see the Project Manager in charge of your development. At a minimum, you

must remove your vehicle to a parking area cleared of snow within 24 hours after a snowfall of 3-inches or more.

Mini-bikes, snowmobiles and any other recreational small engine and all-terrain vehicles are prohibited on SMHA property. Storing small engine vehicles inside apartments or other buildings is also prohibited.

### Locked Out?

If you are locked out of your apartment through loss of your key or some other mishap, call the Maintenance Hot-Line at (518) 372-5896. With proper identification you will be admitted into your apartment. Do not try to enter your apartment by forcing a window or door. A lost or stolen key should always be reported. We will not admit children unless parents make a written request for this service and furnish us with a copy of the child's signature.

The following charges apply:

- Additional apartment key charge – pre-paid \$25.00 each
- Lock-out charge/lock change pre-paid \$50.00
- Lock-out/No lock change \$37.50

SAVE TIME AND MONEY; KNOW WHERE YOUR KEY IS!

## **RENT AND CONDITIONS OF OCCUPANCY**

### How Rent Is Determined

The rent you pay is either 30% of your income (after allowable deductions and income exclusions) or a flat or ceiling rent, whichever is less. Your family's income determines your individual rent. This is why, down the hall from you, perhaps, a family of your size living in an apartment of your size pays a different amount of rent each month.

Federal Regulations now give families living in public housing the choice of rent methods. Once a year, each public housing family has the choice of paying rent based on family income (**income based rent**) or **flat rent** based on the market value of the dwelling unit. Residents can choose to pay the flat or ceiling rent even if it is higher than the income based rent.

Whether you choose to pay income-based rent or flat rent, your family composition (number of members in your household) will be reexamined at least once a year.

If you choose to pay the flat rent, your family income must be reexamined at least once every **three (3) years**. At least once a year, you will be able to choose between continuing to pay flat rent, and switching to income-based rent. If, at any time during the year, you are unable to pay the flat rent due to financial hardship, you may request to switch to paying rent based on your income. Financial hardship includes the following situations:

- A decrease in income due to change in family circumstances, including loss of employment, death in the family, or reduction or loss of earnings or other assistance.
- An increase in expenses due to change in family circumstances, for medical costs, transportation, education, or similar items.
- Additional Public Housing Authority policy.

If the PHA determines that your family is experiencing a financial hardship, as described above, your request to switch to income-based rent will be granted as soon as reasonably possible.

### [Rent Collection Procedures](#)

#### [When is My Rent Due?](#)

Rent is due and payable on the first day of each month. Payments received after the first of each month are late payments.

#### [How Do I Make a Rent Payment?](#)

Rent payments shall be made by the tenant to the Schenectady Municipal Housing Authority Finance Department by any the following methods:

- Mail rent in time to be received by SMHA on or before the first of the month to: SMHA, 375 Broadway, Schenectady, NY 12305
- Place an envelope containing your rent payment in SMHA's main lobby drop box, 375 Broadway, Schenectady, NY 12305
- Make payment in person at the rent collection windows in SMHA's main lobby, 375 Broadway, Schenectady, NY 12305. To check when the rent window is open refer to SMHA's monthly resident newsletter.

Be sure your name, your development name, and your apartment number are written on your check or money order prior to making payment.

### [Will I Get a Receipt Proving I Paid My Rent?](#)

If you make payment by mail or drop box, a receipt will be mailed to your home address.

If the Head of Household makes payment in person at a rent collection window, a receipt will be issued at that time if identification is provided (drivers license or other form of ID).

If someone other than the Head of Household makes payment at the rent collection window with a check or money order, or the Head of Household cannot provide identification, a receipt will be mailed to the Head of Household's home address. (if paying in cash, a hand written receipt will be provided to document the cash transaction)

### [What Happens if I Don't Pay My Rent by the 1<sup>st</sup> Day of the Month?](#)

If you do not pay your rent in full to SMHA on or before the 1<sup>st</sup> of the month, a 5 day grace period will be allowed to make payment in full without penalty.

If your rent is not received by the 6<sup>th</sup> day of the month, SMHA will issue a late notice called a "14-day Late Payment Notice."

### [What is a 14-day Late Payment Notice?](#)

A 14-day Late Payment Notice is sent by SMHA to each tenant that has not made their rent payment in full during the first five days of the month. (If you make your rent payment to the drop box on the 4<sup>th</sup> or 5<sup>th</sup> day of the month, you may still receive a 14-day notice. This can happen if a payment is made late (after the 1<sup>st</sup> of the month), and the payment is not processed in time to prevent the 14-day notice.)

The 14-day Late Payment Notice explains that your rent is past due, and that you are required to pay the past due amount in full within 14 days of the date on the notice, or move out of the apartment. If the rent is not paid within the 14-days, and you are still in the apartment, SMHA will start a lawsuit against you for unpaid rent, and ask a judge to order you to leave your apartment.

The amount of past due rent will be written on the 14-day Late Payment Notice. If you do not agree that you owe SMHA money, or think the amount you owe is wrong, the 14-day Late Payment Notice explains that you can request a hearing with SMHA to question the rent charges. Prior to the hearing, you must provide full past due rent to the SMHA Finance Director, and request that it be held in an Escrow Account until the

matter is resolved. This is a special account where money is deposited that does not belong to SMHA.

### [Why do I Also Get a 3-day New York State Notice?](#)

You belong to a Federal housing program, and you live in New York State, so you have rights under both Federal and State laws.

Your right under Federal law is your landlord (SMHA) must give you (in writing) 14 days to pay past due rent, which is done with the 14-day Late Payment Notice.

Your right under New York State law is your landlord (SMHA) must give you (in writing) 3 days to pay past due rent, which is done with the 3-day New York State Notice (the 3-day Notice runs concurrent with the last three days of the 14-day Notice).

So, because you live in Public Housing, you get 14 days to make your rent payment before SMHA starts a lawsuit, instead of just the three days people get who do not live in Public Housing.

### [What Happens if I Ignore the 14 and 3 day Notices and Still Don't Pay My Rent?](#)

At this point, SMHA will start a lawsuit against you for unpaid rent, and ask a judge to order you to pay your rent in full or leave your apartment.

SMHA is seeking to evict you at this point because you refuse to pay rent that is due. However, SMHA is a law-abiding agency that will take every step to make sure we proceed according to your rights under the Fifth & Fourteenth Amendments of the U.S. Constitution, called "Due Process of Law." SMHA will go on to evict you by legal proceedings in a court of law, before a fair and impartial judge who will hear whatever you have to say about the case to evict you.

### [How Will I Know SMHA has Started the Process to Evict Me?](#)

SMHA has a person come to your door to hand you two documents:

- 1) Notice of Petition to Recover Real Property – Non-Payment, and
- 2) Petition to Recover Possession of Real Property – Non-Payment

The person who comes to your door is not involved with your case, knows nothing about your case, and is not an employee of SMHA.

It is very important that you carefully read these documents. The Notice of Petition to Recover Real Property will have a date and time on it that you must appear in court (this is called the Return Date). In court, you will have a chance to defend yourself. At the

time these documents are issued to you, a late fee for non-payment of rent will be applied to your account.

### [What if I'm Not Home When the Eviction Documents are Brought to My House?](#)

If the head-of household is not home, the documents will be served to any other adult member of the household who is present.

If no one is home, or no adult member of the household is home, a process known as "Nail and Mail" will occur. Copies of the documents will be attached to the entrance door of your apartment, or placed under the entrance door, and the documents will also be mailed to you by regular first class mail and by certified mail.

### [What Happens When I go to Court?](#)

When you go to court, you and any representative you wish to have with you, will first meet with SMHA's attorney to discuss the case. You may at this time pay the rent that is due in full, and the case will be over with SMHA.

If you do not pay the rent that is due, SMHA will offer you a chance to pay the rent at a later date, with the understanding that if you do not pay in full, the judge will order the Sheriff to evict you from your apartment.

For example:

- You fail to pay your rent for January 1, and go to court on January 31;
- SMHA makes an offer that full past due rent must be paid by February 28;
- Since the February 1 rent must also be paid, SMHA will also want February rent paid in full by February 28;
- SMHA will then ask the judge to approve the offer;
- The judge will then issue what is called an Order, Warrant and Judgment, agreeing to evict you from your apartment, with the condition that if the past due rent is paid in full by February 28, along with rent due for February 1, the eviction order will be cancelled.
- If your past due rent is not paid in full by February 28, along with rent due for February 1, the judge will then order the Sheriff to evict you from your apartment. After February 28, SMHA will not accept partial payments of rent owed, only full payment of rent due.

### What Happens if I Don't Go to Court on the Date and Time on the Petition?

If you do not appear in court, SMHA will ask the judge to order your eviction. The judge will then issue an order for the Sheriff to evict you from your apartment. When this happens, SMHA will hold the eviction order for ten days. During this time, SMHA's Project Managers may attempt to contact you to encourage you to pay the past due rent in full to avoid eviction. Legal Aid Society attorneys may also attempt to contact you for the same reason. We do not want you to lose your home; we only want you to pay the rent.

### Will I Know the Sheriff is Coming to Evict Me?

A 72-hour Notice of Eviction is sent to you by the Schenectady County Sheriff, warning you that you may be evicted at any time after three days (72 hours) has passed. If you make payment of past due rent in full, plus any applicable Sheriff's fee and moving company fees, before the Sheriff's eviction actually happens, SMHA will call the Sheriff and cancel the eviction.

### What Happens if I Decide to Pay Rent Late Month After Month?

Paying your rent late month after month is a huge financial burden to the Housing Authority, the court system, and the Sheriff's office, all of which are supported by taxpaying citizens. Therefore, repeated late rent payment is an unnecessary waste of tax dollars. Because of this waste, SMHA is in the process of modifying its Public Housing lease to allow for eviction due to the objectionable behavior of repeated late rent payment. Remember, the rent in Public Housing is designed to be affordable to low-income families, and paying rent should be your first priority.

**NOTE:** You may pay any portion of your past due rent, or any part of the rent amount listed in the court order to evict, including any charges for Sheriff and moving company fees, at any time during the rent collection process, **but fees for service of process (Three Day Notice to pay Rent and the Notice of Petition to Recover Real Property for Non-Payment of Rent, and the Petition to Recover Possession of Real Property for Non-Payment of Rent), rent, Sheriff and moving fees must be paid in full in order for SMHA to stop the Sheriff from evicting you.**

### Your Security Deposit

A security deposit is required prior to moving into the unit. The purpose of this security deposit is to insure SMHA against tenant-caused damage to the apartment. Your deposit will be held in an account for you and will earn interest at the current rate. Upon

leaving your apartment in good condition, the security deposit will be refunded, including interest, less any charges for damages or monies owed to the Authority.

The amount of your security deposit is equal to one month's Total Tenant Payment. The dollar amount of the security deposit is noted in Part II of the Lease. No personal checks will be accepted for your security deposit. All security deposits must be paid in cash, banker's check or money order. A refunded security deposit will take approximately three (3) weeks to receive from the Authority.

*You must give the SMHA a Proper 30-day notice of intent to vacate. (A month is from the 1<sup>st</sup> of the calendar month) or you will be charged the following month's rent.*

### Annual Income Re-examination

Your eligibility to continue occupancy with the Authority will be examined at least once a year. Your rent is based on your total family income, less exclusions.

You will receive a Continued Occupancy booklet prior to your housing anniversary date. This booklet must be filled out in its entirety. You are required to supply the Authority with information concerning ALL income received into the household by any family member, i.e. a signed statement of income from your employer, Social Security award letter, DSS budget, Workers Compensation benefits statement, child support print out from the Department of Social Services or recorded court order, bank statements of savings, stocks or bonds, etc.

If you are claiming no income, you may be required to recertify with the Authority, every ninety (90) days and pay the established minimum rent. If you are paying a minimum rent and your income status changes, you must report this change within 10 days. You may request a rent review at any time should your income decrease.

Should you fail to return your Continued Occupancy booklet by the date required, you may be charged a Fair Market Rent on the first day of the following month. Fair Market Rent will vary according to bedroom size and current market value.

### Family Composition

The **law** requires you to inform us of any changes in your family composition, such as births, deaths, or any other changes in the number of household members. Not only is the size of the apartment that is most appropriate for you determined by the size of your family, frequently changes in family composition involve changes in your family income. If you start or stop receiving public assistance, please notify your Occupancy Specialist.

Other important changes must be reported as well. For example, you must report the loss or addition of a full-time, employed member of your family immediately. If you or a family member becomes unemployed you must report this fact to the Project Manager.

Similarly, if you wish to bring a relative or other person into your home for anything other than a short visit, you must obtain written permission from your housing manager. If your request is approved, any additional income received by this person may be added to your total family income to determine the amount of rent you pay.

Should you wish to add someone to your lease, that person must fill out an application and be deemed eligible. Any guest who stays 14 days or longer in a year period will be considered by the Authority as a permanent addition to your household and eviction for unauthorized person may commence. If for any reason a visitor stays longer than 14 days, you must have written permission. You can do this by contacting your Occupancy Specialist.

*It is important to keep in mind that the U.S. Department of Housing and Urban Development (HUD) may perform an annual verification of this information through its Income Verification Program. Resident income data reported to the Housing Authority may be matched against records kept by the Internal Revenue Service and the Social Security Administration. If a discrepancy is detected the resident will be notified by letter, and asked to contact his or her Project Manager.*

Sometimes, obviously, changes in family composition will mean that your rent will be reduced. Sometimes, they will mean the reverse. Either way, changes must be reported. That's the law.

### **COMMUNITY SERVICE**

In accordance with the Housing Act of 1998, certain public housing residents must provide eight hours of community service a month as a condition of their tenancy. Community service is unpaid volunteer service to a local community-based organization or to your local community.

Every adult who is 18 or older and below the age of 62, who does not qualify for an exemption must provide community service. Many residents will qualify for an exemption. If however, you are not exempt, community service is a condition of your tenancy and your compliance or lack of compliance could affect your family's right to

remain in public housing. Information about Community Service and exemptions will be provided during your annual income re-examination.

### **EVICTIION AND TERMINATION OF TENANCY**

Though the most common form of eviction is for failure to pay rent, a tenancy may also be terminated when a resident or a member of a resident's family engages in prohibited conduct. Such conduct includes: willful misrepresentation of any material fact relating to eligibility for admission, continued occupancy, or the amount of rent to be paid; breach of rules and regulations; failure to provide satisfactory verification of family income; the transfer of possession of an apartment for use by a person or persons other than the tenant of record; chronic rent delinquency; poor housekeeping; and non-desirability.

Non-desirability is defined as conduct or behavior or any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or any drug-related criminal activity on or off the premises. The Tenant shall ensure neither the Tenant or any member of the Tenant's household engages in an abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the premises by other residents.

Residents and their families can also be evicted for drug activity on or off of SMHA grounds. Residents are responsible for the conduct of all visitors, family members and guests to their apartments. Loitering and consumption of alcoholic beverages in public spaces is prohibited.

SMHA is a law-abiding agency that will take every step to make sure we proceed according to your rights under the Fifth & Fourteenth Amendments of the U.S. Constitution, called "Due Process of Law." SMHA will go on to evict you by legal proceedings in a court of law, before a fair and impartial judge who will hear whatever you have to say about the case to evict you.

### **MANAGEMENT AND MAINTENANCE SERVICES**

#### **Project Manager**

Your Project Manager is responsible for the overall operation of your development. The Manager is responsible for the day-to-day management of the apartments, buildings and grounds of your housing development.

## **Occupancy Specialist**

Your Occupancy Specialist assisted you through the process of your move to Public Housing. During your tenancy, he or she will almost always serve as your contact if you have encountered any problems in your home. An Occupancy Specialist's duties include apartment rentals, inspections, interviewing, complaint resolution, and income certification, to name a few.

## **Maintenance Personnel**

The maintenance staff is responsible for keeping the physical plant at your development in working order. They keep elevators, hallways, stairwells and building entrances clean. They care for lawns, shrubs, and remove snow from the roads and common walkways. They make repairs in your apartment and keep the heat and hot water services operating properly. Please remember that maintenance staff will only make needed repairs in your apartment if you have reported the problem by calling the Maintenance Hot-Line at (518) 372-5896, so please do not approach maintenance personnel on site to report routine maintenance needs.

It takes a lot of work to keep your development running properly, and we're proud of our maintenance and management staffs. They, in turn, are proud to serve you.

## **If You Need Repairs**

Contact the Maintenance Hot-Line: (518) 372-5896.

The Maintenance Hot-Line is open 24 hours a day, seven days a week. When a resident contacts the Maintenance Hot-Line, a Customer Service Representative will create a Work Order that Maintenance staff will respond to.

## **IF YOU NEED TO SPEAK WITH SOMEONE**

The staff in your development should be able to answer all questions you may have concerning your apartment and the development itself. They should always be your "first stop" for questions about rent, conditions of occupancy, family composition and the like, and, of course, if you need repair work done.

If you feel that you haven't received appropriate answers to your questions, or if you are dissatisfied with the quality of work done or the anticipated date of completion you should contact your Project Manager. If you are not satisfied with the Project Manager's response, your next step should be written notice of the problem to the Executive Director.

Please keep in mind, if you contact the Executive Director without going through the Project Manager first, you will be referred back to your Project Manager.

### **CRIME AND SAFETY**

**Remember to call 911 in all cases of emergency and for all criminal activity.**

Report emergencies and crime to the Housing Authority only after you have contacted the Schenectady Police Department. The Housing Authority is very committed to fighting drug users and drug dealers with every resource available, but we are not law enforcement.

**If you suspect drug activity on Housing Authority property, please report this to the SMHA Crime and Drug Tip Line at: (518) 386-7050.**

### **Employee ID Cards**

Remember that every Housing Authority employee is required to carry an Identification Card.

It is your right to ask to see the ID Card when someone who says they are an Authority employee comes to your apartment. Do not feel that you are being rude when you ask for the card. Any legitimate employee will gladly provide proper identification.

His or her picture and name will appear on the card. **DO NOT** admit *anyone* unless they can present their ID card. No excuses are acceptable.

### **ANNUAL INSPECTION/RIGHT OF ENTRY**

Once each year you will receive advance notice of a required management and maintenance staff visit to your apartment. This yearly inspection is required by the U.S. Department of Housing and Urban Development. You will receive a proper 2-day written notice of the inspection. If you are not home at the designated time, staff will enter your apartment to inspect.

Per your lease, and with a proper 2-day written entry notice, a duly authorized agent, employee, or contractor of SMHA will be permitted to enter your dwelling during reasonable hours (8:00 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.

When Tenant calls to request maintenance on the unit, SMHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when SMHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

SMHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

## **MOVING OUT**

### **Requirements**

A resident who intends to move out of his or her apartment is required to do the following:

1. Inform your Occupancy Specialist and Project Manager.
2. Complete and sign a "Notice of Intent to Vacate" form.
3. Give at least 30 days' notice. If you do not give the required notice, you may be charged for up to 30 days after you vacate the apartment.
4. Return all of your apartment keys to the Housing Assistant and leave your apartment in the same condition as when you first moved in.

**Note: The apartment should be left in the same condition it was in when you first moved in.**

### **Apartment Inspections**

Residents are entitled to an apartment inspection with management staff prior to moving out to identify any items for which they will be responsible. SMHA will inspect the unit after Tenant provides notice of intent to vacate, and prior to the time the Tenant vacates, and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to SMHA. [966.4(i)]

### **Damage Charges**

If you move from your apartment, it should be left in the best possible condition. You will be charged for any damages, beyond reasonable wear and tear. While you are living in your apartment, you will be charged for the cost of repairing any damage caused by negligence. Once again, the apartment should be left in the same condition as it was when you moved in. Refer to the list of "Special Charges to Tenants for Repair of Damages" that is attached to your lease.

## **WITHOUT YOUR HELP**

During the years we have been in operation, residents and Authority staff have worked together to create communities to be proud of, where, by-and-large, people care for and respect each other's rights and property.

Your development needs your commitment to that kind of care and respect. In fighting the graffiti "artists" ... in teaching your children the rules of safety and respect for property, in saving energy, reporting criminal activity and dangerous animals, preventing mildew... dozens of ways. Without your help in these areas, the strength of community that exists now, and SMHA's ability to provide services, is seriously threatened.

### **Elevators**

Elevators are found in some SMHA buildings. They are easy to break, expensive to fix and very dangerous when they are not used properly. To help ensure prompt elevator service and avoid breakdowns and accidents, we ask for your fullest cooperation. Here is how you can help to keep your elevator system in good working order:

- Teach children the rules of elevator safety.
- Report all incidents of elevator vandalism to your Project Manager and the Police.
- Avoid overcrowding.
- Do not hold elevator doors open for extended periods of time. If a car stalls between floors, just press the emergency button and keep calm. Help will be on the way immediately.
- If an elevator is out of order, report it to the Project Manager right away. When your Project Manager is closed, please phone the maintenance Hot-Line number (518) 372-5896.

### **Garbage Disposal**

The SMHA has provided each tenant with appropriate containers for proper trash and garbage disposal.

Your Project Manager or Occupancy Specialist will notify you of your trash removal schedule and rules for proper trash disposal. You must follow these rules. Not following the rules may result in eviction proceedings. When you violate these

procedures, you will be issued a CITATION explaining why your trash was rejected. The City Ordinance will be enforced to keep our developments safe and sanitary.

The labor cost to the Authority to pick up strewn papers, glass, cans, etc. is a big expense each week at each development. This money can be used to help improve the apartments and development if tenants cooperate by picking up after themselves. Please don't step over litter – pick it up.

### **Medical Waste Disposal**

Upon request, the SMHA will provide plastic containers to every tenant that uses syringes for any purpose, or for disposal of contaminated dressings.

Our Maintenance Staff will pick up your full container(s) and supply you with a new one upon your request. Proper disposal of such items is mandated by State and Federal laws. Proper disposal is for the safety of you, your neighbors and staff of the SMHA. If you use syringes for insulin, pain medication or any other reason, please contact the maintenance HOT LINE at (518) 372-5896 to arrange for this service.

We are asking for your cooperation in this very important matter to help us provide safe and decent living conditions for all our tenants and protection for our staff in removal of such items.

There is no charge for this service.

### **Garbage Compactors**

Compactors are the machines that compress trash after it is deposited in the hoppers located on each floor of some buildings. Please keep in mind, compactors are for trash — not for recyclables!

Here are some rules to follow:

- Only throw into the hopper trash that will slide down easily — don't force it! Do not dispose of any trash in hallways, stairways, elevators, lobbies or rear exits. Call your Project Manager if you have a large quantity of trash that you don't know what to do with, or something that is too large for the hopper.
- Don't throw mops and broomsticks into hoppers; they will cause jam-ups.
- Don't throw newspapers, magazines, wire coat hangers, cardboard boxes or other recyclables into the hoppers. Put them in the appropriate recycling container.

AND, NEVER place burning materials or cigarettes in any compactor chute!

### Gas and Electricity

We suggest the following ways to save on gas and electricity. Following these simple suggestions year-round should create a significant reduction in energy consumption:

- When you leave a room, turn the lights out and turn off the television or radio when you're not watching or listening.
- Keep the use of electrical appliances, such as irons, hair dryers, toasters, broilers and microwaves, to the practical minimum. If you're buying any of these items new, buy models that are labeled "energy-efficient."
- In the event of an electrical interruption, use flashlights instead of candles. Always keep spare batteries on hand.
- Only use air conditioners and fans when you really need them, and don't leave them running when you leave your apartment. Once again, don't forget to check with your Project Manager before purchasing an air conditioner to find out about any specifications or fees associated with it.
- When removing an item from your refrigerator, make your selection and close the door promptly. Don't keep the door open.
- Use the minimum amount of cooking gas necessary to do the job.
- NEVER USE YOUR STOVE TO HEAT YOUR APARTMENT.
- Do not run hot water continuously when washing. Fill the sink only to the required level and report any dripping faucets and/or running toilets to maintenance. Contact your Project Manager for new drain stoppers, if necessary.
- Operate washing machines only as needed, with a full load.

### Heat and Hot Water

The Schenectady Municipal Housing Authority provides thermostats in your apartment that allow a maximum temperature of 70° Fahrenheit (72° degrees in apartments with elderly tenants). This temperature is in full compliance with, and exceeds, New York State Law and Schenectady City Code requirements.

The NYS Property Maintenance Code requires that heat shall be supplied during the period of Sept. 15 through May 31 at a temperature of not less than 65° in all habitable rooms.

The Schenectady City Code requires that heat shall be supplied during the period of Oct. 13 through May 31 at a temperature of not less than 68°.

If your new thermostat reads 70°, then that is the temperature in your apartment. Due to the high cost of fuel, everyone must conserve energy.

PLEASE, do not light your oven or stovetop to warm your apartment beyond 70°. This is a major fire hazard. It is also a waste of energy. SMHA will monitor energy use and charge residents for excessive utility use, per the lease.

Using a space heater near your thermostat will cause your furnace to shut down, cooling other parts of your apartment below 70°.

Air conditioners and open windows will cool your apartment; remove all air conditioners and close windows. Tampering with your thermostat is a violation of your lease. We are making these changes to save energy and tax dollars.

### **Wading Pools**

This policy is for the protection and benefit of all Schenectady Municipal Housing Authority residents to ensure the safe and sanitary use of wading pools on Schenectady Municipal Housing Authority property.

1. Permanent swimming pools are not allowed.
2. Wading pools shall not extend beyond six (6) feet in diameter.
3. Wading pool walls shall not extend beyond a height of fifteen (15) inches.
4. Wading pools must not be used prior to June 1 or after September 15 of each year and must be stored at the end of each season. Wading pools may not be stored outside during the off-season.
5. Wading pools must be emptied after each use.

6. Wading pools must be emptied of water, removed and securely stored at the end of each day, before dark. Wading pools shall only be used during daylight hours.
7. Wading pools in use or with any water in them must be under the constant supervision and observation of the adult pool owner or his/her adult designee. The supervising adult must, at all times, be in a clear line of sight and sound of the wading pool and no more than six (6) feet away.
8. Resident/owner is responsible for any damage and/or injury caused by the pool. The cost of any damage to Schenectady Municipal Housing Authority property, such as damage to grass, may be charged to the resident/owner of the wading pool.
9. The Schenectady Municipal Housing Authority reserves the right to remove from its property, without immediate notice to the resident/owner, any wading pool that is not in compliance with this policy.

### **Yard/Garage Sales**

It is your responsibility to be in compliance with the Code of the City of Schenectady as related to the number and frequency of sales, permits and permit fees, hours of operation, advertising, conduct, penalties for offenses, and any other requirements imposed by the City of Schenectady. Yard/Garage Sales that are not in compliance with the Code of the City of Schenectady are not permitted on SMHA property.

### **FIRE SAFETY**

We can't emphasize enough the importance of keeping self-closing doors fully operable and maintaining clear access to windows and doors. There are a few more fire safety tips we'd like to leave with you to minimize the risk of fire for you and your neighbors.

### **Household Fire Hazards**

Cooking and smoking are the causes of most fires in homes in the United States. So, in addition to keeping your stovetop clean, remember to keep flammable materials, such as potholders, towels, newspapers and plastic bags away from the stove. When you have something cooking, don't leave the stove unattended. If there is a grease fire, never use water to put it out; cover the pot or pan with a lid to smother the fire.

## Fireworks and Sparkling Devices

Fireworks are illegal in New York State as they pose a significant danger to the public health and safety when used by nonprofessionals. Sparkling devices are not fireworks but are dangerous if used by or around children, in residential neighborhoods, and in or around buildings. Every year sparkling devices are responsible for millions of dollars in property damage and hundreds of emergency room visits.

In order to maintain a safe environment for all SMHA residents and to protect your apartment, the use or storage of fireworks and sparkling devices is prohibited on SMHA property.

## Smoking

SMHA has instituted a Smoke-Free Policy for Tenants of Ten Eyck Apartments, Schonowee Village and Lincoln Heights. On these properties, Tenants may not smoke in their apartments or anywhere else on the properties, except areas designated for smoking by SMHA.

On all SMHA properties, Tenants must remember, smoking is not permitted in the lobby, the elevator, or any other public space in any building. Residents of properties where smoking is allowed in apartments should make sure that cigarettes and matches are completely extinguished before they are thrown into a trash container or compactor chute.

Fires from smoking frequently occur in the living room as well as the bedroom. Couches and recliners can ignite when people leave burning cigarettes unattended or fall asleep with a cigarette while watching television. To avoid fires from smoking, never smoke when medicated or sleepy and never smoke in bed.

Before emptying ashtrays, fill them with water to make sure no ashes are smoldering. Do not balance an ashtray on the arm of a chair or sofa. Instead, keep all ashtrays on a level surface so they cannot tip over. **Always keep matches and lighters out of the reach of children.**

## Electrical Fires

To avoid electrical fires in your apartment, replace all frayed, cracked or broken electrical cords with new ones, and don't plug more than one large appliance into a single electrical outlet. Never attempt to extinguish a fire in an electric appliance or outlet with water.

## Gasoline and Kerosene

It is illegal to store gasoline or kerosene in your apartment or to use, keep or store in your apartment a space heater or other device using gasoline or kerosene.

## Candles

We have had many serious fires in SMHA apartments caused by lighted candles. Each and every tenant should cease from lighting candles in our Public Housing Authority apartments and common areas. This is for our protection, and is in the best interest of all of us.

The U.S. Fire Administration, Department of Homeland Security, has published the following tragic and preventable examples of fires ignited by lighted candles:

- Three unattended children died in a fire that was started by a burning candle.
- A lighted candle ignited the hair of a person who fell asleep on a couch causing only minor burns – but the ensuing fire killed a 9 year old and severely injured another family member.
- A student died when a lighted candle ignited her bedding.
- Eleven members of a family died in a fire when a lighted candle ignited a mattress.
- Two children died in a fire when a lighted candle rolled under the Christmas tree.
- A mother and young baby died when a burning candle used for religious observances ignited cabinetry.
- **Fact:** The majority of candle fires result from human error and negligence.

Therefore, it is incumbent that each and every tenant cease from lighting candles in our Public Housing Authority apartments and common areas.

## Gas Grills

We can all appreciate the taste of food cooked over an open fire, but we need to make sure that certain guidelines and rules are followed so that we are sure that cooking is done safely.

- The use of grills on porches, patios or under overhangs is prohibited by Fire Code. Fires in approved containers shall be permitted, provided that such fires are not less than 15 feet from any structure. An "approved container," in this case

is a grill.

- The storage of propane bottles in dwellings, such as those used to fuel gas grills, is strictly prohibited. A leaking bottle or one exposed to an outside heat source could cause a serious explosion.
- Using self-starting charcoal is preferable. The use of other flammable liquids, such as gasoline, presents a serious fire hazard as flammable vapors spread quickly. Never add starting fluid to a grill once it has been lit. The result could be a dangerous flare-up.
- Don't leave a hot grill unattended, especially around small children. Make sure that coals are extinguished and cool before disposing them.

By following these simple rules the chance of an injury or fire damage is greatly reduced. Proper attention to hot grills, common courtesy, and a safe clean-up are all part of an enjoyable cook out.

#### CLEANING TIPS

##### General

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

##### Kitchen

1. Stove: should be clean and free of food and grease.
2. Refrigerator and freezer: Door(s) should close properly and be clean. The inside and outside of the refrigerator must be kept clean. Door gaskets that seal the cold air in must be cleaned frequently to prevent damage to them. Dirty gaskets can stick and cause them to pull away from the refrigerator. Gaskets damaged

due to failure to clean is considered tenant damage subject to charges against the tenant.

3. Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
4. Exhaust fan: should be free of grease and dust.
5. Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas: should be neat and clean without spilled food.
7. Trash/garbage: should be stored in a covered container until removed to the disposal area.

### **Bathroom**

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

### **Storage Areas**

1. Linen closet: should be neat and clean.
2. Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
3. Other storage areas: should be clean, neat and free of hazards.

### **Outside the Apartment**

1. Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
2. Porches (front and rear): should be clean and free of hazards, including snow and ice. Any items stored on the porch shall not impede access to the unit.
3. Steps (front and rear): should be clean, and free of hazards, including snow and ice.
4. Sidewalks: should be clean and free of hazards, including snow and ice.
5. Storm doors: should be clean, with glass or screens intact.
6. Parking lot: should be free of abandoned cars. Tenants are permitted to only change tires, oil, air filters and perform minor tune-ups on their own vehicle.

7. Hallways: should be clean and free of hazards.
8. Stairwells: should be clean and uncluttered.
9. Laundry areas: should be clean and neat. Remove lint from dryers after use.
10. Utility room: should be free of debris, motor vehicle parts, and flammable materials.

### **Mold and Mildew**

Mold and mildew are fungi that grow on, and sometimes in, damp surfaces and objects. In nature, molds help break down dead materials and can be found growing on soil, foods, plant matter, and other items. Molds produce microscopic cells called “spores” which are very tiny and spread easily through the air. Live spores act like seeds, forming new mold growths (colonies) when they find the right conditions. Mold is most likely to grow where there is water or dampness, such as in bathrooms.

Most types of mold that are routinely encountered are not hazardous to healthy individuals. However, too much exposure to mold may cause or worsen conditions such as asthma, hay fever, or other allergies. The most common symptoms of overexposure are similar to reactions to plant pollen, such as, coughing, congestion, runny nose, eye irritation, and aggravation of asthma.

### **Preventing Mold**

All molds need water to grow, and are most often confined to areas near water sources. Removing the source of moisture — by repairs and by providing sufficient ventilation — is critical to preventing mold growth.

### **The Fresh Air Cure**

Letting *fresh air* into your apartment will help to lower the moisture, and at the same time this will help reduce dust mites and cockroaches. Keep your apartment well ventilated by opening windows, using fans, and arranging furniture so that windows are not blocked.

### **Other Ideas That Will Help:**

- Use your stove only for cooking, **never** for heating;
- Keep your drapes open during the day;
- Request repair of leaky plumbing or other water leaks as soon as possible;
- Keep the “drip pans” in your air conditioners, refrigerators and dehumidifiers clean and dry;
- If you have a bathroom window, keep it open even a little, when weather permits, especially when you are showering;

- If you have an exhaust fan in your bathroom, make sure it is working; inform your Housing Manager if it's not;
- Hang wet clothes to dry in *open areas*, such as on bathroom shower rods, or on drying racks; thoroughly wring out clothes prior to hanging; take slow drying heavy items to the Laundromat.

### **Cleaning Mold**

Once you have detected mold, *act quickly!* Mold should be cleaned as soon as it appears. *Persons cleaning mold should be free of allergies or symptoms such as nasal congestion, cough, sore throat, or upper respiratory infections.* Wear gloves and protective eye goggles and clean only small areas at a time using a detergent/ soapy solution, or an appropriate household cleaner, preferably one that is labeled "antimicrobial." The cleaned area should then be thoroughly dried, and any sponges or rags used to clean mold should be disposed of. Absorbent materials that contain mold, such as linen or carpets, might need to be replaced.

### **If the Problem Persists**

Mold and mildew can pose a health hazard for you and your family, so it is important to eliminate the problem as soon as possible.

When you've tried cleaning fluids and proper ventilation and nothing seems to help, report mold to your Project Manager. A returning mold condition may indicate an underlying problem such as a leak. Your Housing Manager will provide you with assistance to correct this condition.

## **GETTING INVOLVED**

### **Resident Councils**

Most Authority developments have Resident Councils, also referred to as Tenant Associations, or Resident Councils. These are democratically operated organizations that are intended to promote the welfare of their development and, in some instances, the surrounding neighborhood. The Resident Association is the core of resident representation. The Resident Association Executive Board, elected by Resident Association members, typically consists of a President, Vice-President, Secretary, Treasurer, and Sergeant At Arms.

Participation in your Resident Association is an important way to ensure that the association is active and responsive to resident needs in your development. Joining your

Resident Association is one of the easiest and most effective ways to feel like a part of your community. To find out how you can join, contact your local Project Manager.

### **The Resident Advisory Board (RAB)**

The primary function of the Resident Advisory Board is to advise SMHA in the creation of the annual Agency Plan that it is required by federal law to submit to the U.S. Department of Housing and Urban Development (HUD). The members of the RAB discuss various management issues covered in the Plan, express their concerns, and provide recommendations. These recommendations are considered as the Plan is drafted. If you are interested in serving on the RAB, please contact your Project Manager.

### **Tenant Commissioners**

Two Tenant representatives, who are residents of the Authority's housing, are elected by the tenants to membership to the Authority's Board of Commissioners to serve for terms of two years. If you don't know how to contact the Tenant Commissioners that represent you, or you want to know how to become a Tenant Commissioner, please contact your Project Manager.

### **PERSONS WITH DISABILITIES**

SMHA residents with mobility impairments and other physical disabilities are entitled to transfers to apartments that have been made accessible. An apartment is considered to be accessible if, in addition to necessary modifications to the apartment itself, a mobility impaired resident can get from the street to the apartment without any obstruction. A resident may also request that his or her current apartment be modified to provide a "reasonable accommodation" for a disabled family member. A "reasonable accommodation" can be a structural, such as the installation of a grab-bar or a roll-in shower; and/or a change in SMHA policies, procedures or practices so that individuals with mobility impairments and other physical disabilities have equal opportunities to participate in and benefit from SMHA programs.

If you or a member of your household becomes disabled at any time while living in a SMHA development, you may contact your Project Manager to inquire about transfers and reasonable accommodations.

## IMPORTANT TELEPHONE NUMBERS

Police or Fire Emergencies.....	911
Police Department – Non-Emergency.....	382-5200
Maintenance Hotline.....	372-5896
Drug and Criminal Tip Line.....	386-7050
Tenant Investigator.....	386-7015
Client Services / Occupancy Department.....	386-7030 or 386-7008
Project Manager – Yates Village.....	386-7007
Project Manager – Steinmetz Homes/MacGathan Townhouses/Maryvale Apts...	386-7004
Project Manager – Ten Eyck/Lincoln Heights/Schonowee Village.....	386-7003
Fire Department – Non-Emergency .....	382-5141
Tenant Accounting .....	386-7009 or 386-7036
Administration Office.....	386-7000
National Grid Gas Emergency.....	462-7551
TDD (Hearing Impaired).....	372-0184