

LEASE AGREEMENT

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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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 otherwise modified or terminated in accordance with Section 14, this Lease shall automatically be renewed for successive terms of one calendar year. [966.4(a)(1)] The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by SMHA in accordance with Section 7 herein. [966.4(c)] The amount of the Total

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84 Tenant Payment and Tenant Rent shall be determined by SMHA in
85 compliance with HUD regulations and requirements and in accordance
86 with SMHA's Admissions and Continued Occupancy Policy (ACOP).
87 [964.4(c)] SMHA will charge the family a minimum monthly rent of
88 \$50. You may contact SMHA to request a financial hardship exemption.
89

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

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

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

119 (b) Excess Utility Charges – At developments where utilities are provided
120 by SMHA, a charge shall be assessed for excess utility consumption due
121 to the operation of minor Tenant-supplied appliances. This charge does
122 not apply to Tenants who pay their utilities directly to a utility supplier.
123 [966.4(b)(2)]
124

125 (c) Charges for removing Tenant supplied air conditioners: Window mount
126 or window exhaust air conditioners may be installed only during the
127 period of June 1 through September 30. Any Window mount or window

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128 exhaust air conditioners installed during the period October 1 through
129 May 31 may be removed by SMHA personnel, at which time a charge of
130 \$20 per air conditioner removed will be assessed on Tenant. If a doctor
131 provides a prescription that Tenant requires an air conditioner during the
132 restricted months, an air conditioner will be allowed, and a \$20 per
133 month charge will be assessed for each month the air conditioner is
134 installed.

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

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

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5. **Security Deposit**

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

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

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

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

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

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171 The return of a Security Deposit shall occur within 30-days after Tenant
172 moves out. SMHA agrees to return the Security Deposit, if any, to
173 Tenant when he/she vacates, less any deductions for any costs indicated
174 above, so long as Tenant furnishes SMHA with a forwarding address. If
175 any deductions are made, SMHA will furnish Tenant with a written
176 statement of any such costs for damages and/or other charges deducted
177 from the Security Deposit.
178

179 **6. Utilities and Appliances (966.4 (b)(1))**

- 181 (a) SMHA Supplied Utilities: If indicated by an (X) on Part II of the Lease
182 Agreement, SMHA will supply the indicated utility: electricity, natural
183 gas, heating fuel, water, sewer service, trash collection. SMHA will not
184 be liable for the failure to supply utility service for any cause whatsoever
185 beyond its control.
186

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

- 203 (b) Tenant-paid Utilities: If Tenant resides in a development where SMHA
204 does not supply electricity, natural gas, heating fuel, water, sewer
205 service, or trash collection, an Allowance for Utilities shall be
206 established, appropriate for the size and type of the dwelling unit, for
207 utilities Tenant pays directly to the utility supplier. The Total Tenant
208 Payment less the Allowance for Utilities equals Tenant Rent. If the
209 Allowance for the Utilities exceeds the Total Tenant Payment, SMHA
210 will pay a Utility Reimbursement each month. [5.632]
211

212 SMHA may change the Allowance any time during the term of the lease,
213 and shall give Tenant 60-days written notice of the revised allowance

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214 along with any resultant changes in Tenant Rent or Utility
215 Reimbursement. [965.473 (c)].

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217 If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant
218 shall be responsible for paying the actual bill to the supplier. If Tenant's
219 actual utility bill is LESS than the Allowance for Utilities, Tenant shall
220 receive the benefit of such saving.

221
222 (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided
223 by SMHA and to comply with any applicable law, regulation, or
224 guideline of any governmental entity regulating utilities or fuels. [966.4
225 (f)(8)]

226
227 Tenant also agrees to abide by any local ordinance or House Rules
228 restricting or prohibiting the use of space heaters in multi-dwelling units.

229
230 **7. Terms and Conditions:** The following terms and conditions of occupancy are
231 made a part of the lease.

232
233 (a) Use and Occupancy of Dwelling: Tenant shall have the right to
234 exclusive use and occupancy of the dwelling unit for Tenant and other
235 household members listed on the lease. With the prior written consent of
236 SMHA, members of the household may engage in legal profit making
237 activities in the dwelling unit. [966.4(d)(1)&(2)]

238
239 This provision permits reasonable accommodation of Tenant's guests or
240 visitors for a period not exceeding a total of fourteen (14) days each
241 year. Permission may be granted, upon written request to the
242 management, for an extension of this provision. [966.4(d)(1)]

243
244 (b) Redetermination of Rent, Dwelling Size, and Eligibility. The rent
245 amount as fixed in Part II of the Lease Agreement is due on the first day
246 of each month until changed as described below.

247
248 1. The status of each family is to be reexamined at least once a year. If
249 a Tenant's move in date/initial Lease date is other than the first day
250 of the month, the Tenant's Anniversary Date for the purpose of
251 reexamination shall be the first day of the calendar month of the
252 move in date/initial Lease date. For example, if a Tenant's move in
253 date/initial Lease date falls on January 8th, the Tenant's effective
254 Anniversary Date for reexamination and annual rent adjustments
255 shall be January 1. Tenants paying Flat Rent shall have their incomes
256 reexamined every three years. At the annual recertification Tenant

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257 shall certify compliance with the 8 hour per month community
258 service requirement, if applicable. [960.209]

259
260 2. Tenant promises to supply SMHA, when requested, with accurate
261 information about: family composition, age of family members,
262 income and source of income of all family members, assets,
263 community service activities, and related information necessary to
264 determine eligibility, annual income, adjusted income, and rent.
265 [966.4(c)(2)]

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267 Failure to supply such information when requested is a serious
268 violation of the terms of the Lease for which SMHA may terminate
269 the lease.

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

275
276 SMHA shall give Tenant reasonable notice of what actions Tenant
277 must take, and of the date by which any such action must be taken
278 for compliance under this section. This information will be used by
279 SMHA to decide whether the amount of the rent should be changed,
280 and whether the dwelling unit size is still appropriate for Tenant's
281 needs.

282
283 The determination will be made in accordance with the Admissions
284 and Continued Occupancy Policy, which is publicly posted in the
285 Project Office. A copy of the policies can be furnished on request at
286 the expense of the person making the request.

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288 3. Rent will not change during the period between regular
289 reexaminations, UNLESS during such period:
290
291 a. Tenant can verify a change in his/her circumstances (such
292 as decline in or loss of income) that would justify a
293 reduction in rent, except that rent shall not be reduced
294 because a Tenant's Temporary Assistance for Needy
295 Families (TANF) grant is reduced because tenant
296 committed welfare fraud or failed to comply with a
297 welfare department economic self-sufficiency
298 requirement.

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300 Any request for a reduction in rent due to a change in
301 circumstances must be delivered IN WRITING to
302 SMHA, along with proof of the change in circumstances,
303 within 10 days of the change.

304
305 If a reduction is granted, or if Tenant is paying the
306 minimum rent, Tenant must report subsequent increases
307 in income within 10 days of the occurrence, until the next
308 scheduled reexamination.

309
310 b. If it is found that Tenant has misrepresented the facts
311 upon which the rent is based so that the rent Tenant is
312 paying is less than the rent that he/she should have been
313 charged, SMHA shall make a complaint of larceny to the
314 appropriate law enforcement agency. Fraud is a crime and
315 a crime of this nature involves public funds and therefore
316 will be pursued vigorously through the legal system.
317 (SMHA may apply a rent increase retroactive to the first
318 of the month following the month in which the
319 misrepresentation occurred.)

320
321 c. Rent formulas or procedures are changed by Federal law
322 or regulation.

323
324 4. All changes in family composition must be reported to SMHA
325 within 10 days of occurrence. If it is found that Tenant has
326 misrepresented the facts regarding family composition causing the
327 rent Tenant is paying to be less than the rent that he/she should have
328 been charged, SMHA shall make a complaint of fraud to the
329 appropriate law enforcement agency. Fraud is a crime and a crime of
330 this nature involves public funds and therefore will be pursued
331 vigorously through the legal system. (SMHA may apply a rent
332 increase retroactive to the first of the month following the month in
333 which the misrepresentation occurred.)

334
335 This lease will NOT be revised to permit a change of family
336 composition resulting from a request to allow adult children to move
337 back into the unit unless it is determined that the move is essential
338 for the mental or physical health of Tenant AND it does not
339 disqualify the family for size of unit it is currently occupying.

340
341 (c) Rent Adjustments: Tenant will be notified in writing of any rent
342 adjustment due to the situations described above. All notices will state
343 the effective date of the rent adjustment.

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

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

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

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- 388 3. A Tenant without disabilities that is housed in a unit with special
389 features must transfer to a unit without such features should a Tenant
390 with disabilities need their unit. This transfer shall occur at Tenant's
391 expense.
392
- 393 4. In the case of involuntary transfers, Tenant shall be required to move
394 into the dwelling unit made available by SMHA. Tenant shall be
395 given 15 days time in which to move following delivery of a transfer
396 notice. If Tenant refuses to move, SMHA may terminate the lease.
397 [966.4(c)(3)]
398
- 399 5. Involuntary transfers are subject to the Grievance Procedure, and no
400 such transfers may be made until either the time to request a
401 Grievance has expired or the procedure has been completed.
402 [966.4(c)(4)]
403
- 404 6. SMHA will consider any Tenant requests for transfers in accordance
405 with the transfer priorities established in the Admissions and
406 Continued Occupancy Policies.
407

408 **8. SMHA Obligations [966.4(e)]** SMHA shall be obligated:
409

- 410 (a) To maintain the dwelling unit and the project in decent, safe and sanitary
411 conditions; [966.4(e)(1)]
412
- 413 (b) To comply with the requirements of applicable building codes, housing
414 codes, and HUD regulations materially affecting health and safety;
415 [966.4(e)(2)]
416
- 417 (c) To make necessary repairs to the dwelling unit; [966.4(e)(3)]
418
- 419 (d) To keep project buildings, facilities, and common areas not otherwise
420 assigned to Tenant for maintenance and upkeep (areas assigned to
421 Tenant for maintenance and upkeep are defined in the Tenant Handbook,
422 which is incorporated into this lease by reference), in a clean and safe
423 condition; [966.4(e)(4)]
424
- 425 (e) To maintain in good and safe working order and condition electrical,
426 plumbing, sanitary, heating, ventilating, and other facilities and
427 appliances, including elevators supplied or required to be supplied by
428 SMHA; [966.4(e)(5)]
429
- 430 (f) To provide and maintain appropriate receptacles and facilities (except
431 container for the exclusive use of an individual Tenant family) for the

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432 deposit of garbage, rubbish, and other waste removed from the premise
433 by Tenant as required by this lease; [966.4(e)(6)]

434
435 (g) To supply running water and reasonable amounts of hot water and
436 reasonable amount of heat at appropriate times of the year according to
437 local custom and usage; EXCEPT where the building that includes the
438 dwelling unit is not required to be equipped for that purpose, or where
439 heat or hot water is generated by an installation within the exclusive
440 control of Tenant and supplied by a direct utility connection;
441 [966.4(e)(7)]

442
443 (h) To notify Tenant of the specific grounds for any proposed adverse action
444 by SMHA. (Such adverse action includes, but is not limited to: a
445 proposed lease termination, transfer of Tenant to another unit, change in
446 amount of rent, imposition of charges for maintenance and repair, or for
447 excess consumption of utilities.) When SMHA is required to afford
448 Tenant the opportunity for a hearing under the SMHA Grievance
449 Procedure for a grievance concerning a proposed action:

450
451 1. The Notice of the proposed adverse action shall inform Tenant of the
452 right to request such hearing. In the case of lease termination, a
453 notice of lease termination that complies with 966.4(1)(3) shall
454 constitute adequate notice of proposed adverse action.

455
456 2. In the case of a proposed adverse action other than a proposed lease
457 termination, SMHA shall not take the proposed action until time to
458 request such a hearing has expired or (if hearing was timely
459 requested) the grievance process has been completed. [966.4(e)(8)]

460
461 **9. Tenant's Obligations:** Tenant shall be obligated:

462
463 (a) Not to assign the lease or sublease the dwelling unit. [966.4(f)(1)]

464
465 (b) Not to give accommodation to boarders or lodgers; [966.4(f)(2)]

466
467 (c) Not to give accommodation to long term guests (in excess of 14 days per
468 year) without the advance written consent of SMHA.

469
470 (d) To use the dwelling unit solely as a private dwelling for Tenant and
471 Tenant's household as identified in Part II of the lease, and not to use or
472 permit its use for any other purpose, except as permitted in Part 1(b) of
473 this lease, which references 966.4(d)(1&2).

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- 475 This provision does not exclude the care of foster children or live-in care
476 of a member of Tenant's family, provided the accommodation of such
477 persons conforms the SMHA's occupancy standards, and so long as
478 SMHA has granted prior written approval for the foster child(ren), or
479 live-in aide to reside in the unit. [966.4(d)(3)(i)]
480
- 481 (e) To abide by necessary and reasonable regulations promulgated by
482 SMHA for the benefit and well-being of the housing project and
483 Tenants. These regulations shall be posted in a conspicuous manner in
484 the project office and are incorporated by reference in this lease.
485 Violation of such regulations constitutes a violation of the lease.
486 [966.4(f)(4)]
487
- 488 (f) To comply with the requirements of applicable state and local building
489 or housing codes, materially affecting health and/or safety of Tenant and
490 household. Violations of such codes may subject Tenant to fines as
491 indicated in the codes, or some amount of fine not to exceed the
492 maximum defined in the codes. [966.4(f)(5)]
493
- 494 (g) To keep the dwelling unit and other such areas as may be assigned to
495 Tenant for exclusive use, and areas as defined in the Tenant Handbook,
496 in a clean and safe condition. [966.4(f)(6)] This includes keeping front
497 and rear entrances and walkways for the exclusive use of Tenant, free
498 from hazards and trash and keeping the yard free of debris, litter and
499 hazards. Snow and ice on porches, walkways and steps in the front and
500 rear of Tenant's apartment shall be removed by Tenant. The exterior
501 grounds immediately in the front and/or the rear of Tenant's unit, as
502 applicable, shall be maintained by Tenant to be free of debris, litter
503 and/or trash. Failure to comply will cause SMHA to remove debris, litter
504 and/or trash and charge Tenant according to the Tenant Charges
505 Schedule.
506
- 507 (h) To dispose of all garbage, rubbish, and other waste from the dwelling
508 unit in a sanitary and safe manner only in containers approved or
509 provided by SMHA. [966.4(f)(7)] To refrain from, and cause members
510 of Tenant's household or guest to refrain from, littering or leaving trash
511 and debris in common areas.
512
- 513 (i) To use only in a reasonable manner all electrical, sanitary, heating,
514 ventilating, air-conditioning, and other facilities and appurtenances
515 including elevators. [966.4(f)(8)]
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- 517 (j) To refrain from, and to cause household and guests to refrain from
518 destroying, defacing, damaging, or removing any part of dwelling unit or
519 project. [966.4(f)(9)]
520
- 521 (k) To pay reasonable charges (other than for normal wear and tear) for the
522 repair of damages to the dwelling unit, project buildings, facilities, or
523 common areas caused by Tenant, household members or guests, as
524 defined in the Tenant Charges Schedule. [966.4(f)(10)]
525
- 526 (l) To act, and cause household members or guests to act in a manner that
527 will:
528
- 529 1. Not disturb other residents' peaceful enjoyment of their
530 accommodations; and
531
 - 532 2. Be conducive to maintaining all SMHA projects in a decent, safe and
533 sanitary condition. [966.4(f)(11)]
534
- 535 (m) To assure that Tenant, any member of the household, a guest, or another
536 person under Tenant's control, shall not engage in:
537
- 538 1. Any criminal activity that threatens the health, safety, or right to
539 peaceful enjoyment of SMHA's public housing premises by other
540 residents or employees of SMHA; or
541
 - 542 2. Any drug-related criminal activity on or off the premises. Any
543 criminal activity in violation of the preceding sentence shall be cause
544 for termination of tenancy, and for eviction from the unit. (For the
545 purpose of this lease, the term drug-related criminal activity means
546 the illegal possession, manufacture, sale, distribution, use or
547 possession with intent to manufacture, sell, distribute, or use, of a
548 controlled substance as defined in Section 102 of the Controlled
549 Substances Act.) [966.4(f)(12)]
550
 - 551 3. To assure that no member of the household engages in an abuse or
552 pattern of abuse of alcohol that affects the health, safety or right to
553 peaceful enjoyment of the premises by other Tenants.
554
 - 555 4. To make no alterations or repairs or redecorations to the interior or
556 exterior of the dwelling unit, or to the equipment, nor to install
557 additional equipment or major appliances without written consent of
558 SMHA. To make no changes to locks or install new locks on interior
559 or exterior doors. To use no nails, tacks, screws, brackets or fasteners

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

- 560 on any part of the dwelling unit (a reasonable number of picture
561 hangers expected without authorization by SMHA).
562
- 563 (n) To give prompt prior notice to SMHA, in accordance with Part XIII
564 hereof, of Tenants leaving dwelling unit unoccupied for any period
565 exceeding one calendar week.
566
- 567 (o) To act in a cooperative manner with neighbors and SMHA staff. To
568 refrain from and cause members of Tenant's household or guests to
569 refrain from acting or speaking in an abusive or threatening manner
570 toward neighbors and/or SMHA staff.
571
- 572 (p) Not to display, use, or possess or allow members of Tenant's household
573 or guests to display, use, or possess any illegal firearms (operable or
574 inoperable), or other illegal weapons as defined by the laws and the
575 courts of the State of New York, anywhere on the property of SMHA.
576
- 577 (q) To take reasonable precautions to prevent fires and to refrain from
578 storing or keeping highly volatile or flammable materials upon the
579 premises. Removing, damaging or in any way disabling a smoke
580 detector so that it does not operate properly is a violation of SMHA
581 policy and a violation of the law.
582
- 583 (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators,
584 or stairs, and to avoid using these for purposes other than going in and
585 out of the dwelling unit.
586
- 587 (s) To refrain from erecting or hanging radio or television antennas or
588 satellite dishes on or from any part of the dwelling unit. Satellite dishes
589 are only allowed inside of a resident's apartment. If Tenant has an
590 existing radio or television antenna or satellite dish contract in place at
591 the time Tenant executes this Lease Agreement, and will incur a penalty
592 fee for prematurely terminating service, then Tenant may keep the
593 antenna or satellite dish installed until the contract period/penalty period
594 expires. Tenant must provide the original contract document that
595 indicates the contract terms, including the penalty fee. If the antenna or
596 satellite dish is in an unsafe condition, or is causing damage to the
597 Authority's property, the dish shall be removed regardless of contract
598 commitments and penalty fee.
599
- 600 (t) To refrain from placing signs of any type in or about the dwelling except
601 those allowed under applicable zoning ordinances and then only after
602 having received written permission of SMHA.
603

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

- 604 (u) To refrain from, and cause members of Tenant's household to refrain
605 from keeping, maintaining, harboring, or boarding any animal of any
606 nature in the dwelling unit except in accordance with the SMHA's pet
607 policy, unless a verified disability warrants the possession of a service
608 animal or companion animal.
609
- 610 (v) To remove from SMHA property any vehicles without valid registration
611 and/or inspection stickers. Tenant shall acquire and display on their
612 vehicle(s) (rear window driver side) an SMHA parking permit decal. To
613 refrain from parking any vehicles in any right-of-way or fire lane
614 designated and marked by SMHA. Any inoperable or unlicensed vehicle
615 as described above will be removed from SMHA property at Tenant's
616 expense. Automobile repairs are not permitted on project site, except as
617 may be defined in the Tenant Handbook.
618
- 619 (w) To remove any personal property left on SMHA property when Tenant
620 leaves, abandons or surrenders the dwelling unit. Property left for more
621 than 30 days shall be considered abandoned and will be disposed of by
622 SMHA. Costs for storage and disposal shall be assessed against the
623 former Tenant.
624
- 625 (x) To use reasonable care to keep his dwelling unit in such condition as to
626 ensure proper health and sanitation standards for Tenant, household
627 members and neighbors. **TENANT SHALL NOTIFY THE**
628 **AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS**
629 **TO THEIR DWELLING UNIT**, and of known unsafe or unsanitary
630 conditions in the dwelling unit or in common areas and grounds of the
631 Project. Tenant's failure to report the need for repairs in a timely manner
632 shall be considered to contribute to any damage that occurs, and Tenant
633 will be charged for the additional damage.
634
- 635 (y) Not to commit any larceny by way of fraud in connection with any
636 Federal housing assistance program, and not to receive assistance for
637 occupancy of any other unit assisted under any Federal housing
638 assistance program during the term of the lease, with the exception of
639 overlap between the Low Rent and Housing Choice Voucher programs
640 that may be allowed by regulation.
641
- 642 (z) To pay on time any utility bills for utilities supplied to Tenant by a direct
643 connection to the utility company, and to avoid disconnection of utility
644 service for such utilities.
645
- 646 (aa) For each adult in the Tenant household to perform at least 8 hours per
647 month of qualifying community service (as specified by the SMHA)

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

648 unless the requirement is waived due to age, disability, or the fact that an
649 adult is excused from this requirement because he/she is working,
650 attending an educational institution, or participating in some other
651 qualified training program.

652

653 (bb) Energy Conservation: Tenant shall adhere to all energy conservation
654 requirements in this lease and any other energy conservation policy that
655 may be added to the Authority's Admissions and Continued Occupancy
656 Policy.

657

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

661

662

SMHA Responsibilities:

663

664 (a) SMHA shall be responsible for repair of the unit within a reasonable
665 period of time after receiving notice from Tenant, provided, if the
666 damage was caused by Tenant, household members, or guests, the
667 reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]

668

669 (b) SMHA shall offer Tenant a replacement dwelling unit, if available, if
670 necessary repairs cannot be made within a reasonable time. SMHA is
671 not required to offer Tenant a replacement unit if Tenant, household
672 members, or guests caused the hazardous condition. [966.4 (h)(3)]

673

674 (c) Tenant shall accept any replacement unit offered by SMHA.

675

676 (d) In the event SMHA, as described above cannot make repairs, and
677 alternative accommodations are unavailable, then rent shall abate in
678 proportion to the seriousness of the damage and loss in value as a
679 dwelling. No abatement of rent shall occur if Tenant rejects alternative
680 accommodations or if Tenant, household members, or guests caused the
681 damage. [966.4 (h)(4)]

682

683 (e) If SMHA determines that the dwelling unit is untenantable because of
684 imminent danger to the life, health, and safety of Tenant, and Tenant
685 refuses alternative accommodations, this Lease shall be terminated, and
686 any rent paid will be refunded to Tenant.

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Tenant Responsibilities:

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

Move-in and Move-out Inspections:

- (a) Move-in Inspection: SMHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. SMHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by SMHA and Tenant and a copy of the statement retained in Tenant's folder. [966.4 (i)] SMHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- (b) Move-out Inspection -- 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)]

11. Entry of Premises During Tenancy

(a) Tenant Responsibilities:

1. Tenant agrees that the duly authorized agent, employee, or contractor of SMHA will be permitted to enter Tenant's dwelling during reasonable hours (7:30 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. [966.4 (j)(1)] Written notice specifying reason for entry and delivered to the unit at least two (2) days in advance constitutes "reasonable" notification.
2. 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.

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(b) SMHA's Responsibilities:

1. SMHA shall give Tenant at least 48 hours written notice that SMHA intends to enter the unit. SMHA may enter only at reasonable times. [966.4 (j)(1)]
2. SMHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, SMHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j)(3)]

12. Notice Procedures

- (a) Tenant Responsibility:** Any notice to SMHA must be in writing, delivered to the Project Office or to SMHA's central office, or sent by prepaid first-class mail, properly addressed. [966.4(k)(1)(ii)]
- (b) SMHA Responsibility:** Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail properly addressed to Tenant. [966.4 (k)(1)(i)]
- (c)** Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d)** If Tenant is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

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

- (a)** This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in Section 9 above, or for other good cause. [966.4 (l)(2)] Such serious or repeated violation of terms shall include but not be limited to:
 1. The failure to pay rent or other payments when due; [966.4 (l)(2)]

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

- 778 2. Repeated late payment, which shall be defined as failure to pay the
779 amount of rent or other charges when due, and as a result thereof
780 Tenant receives four or more three and fourteen day notices, and
781 Order, Warrant & Judgments, within a twelve (12) month period to
782 appear in court for failure to pay rent or other charges, shall
783 constitute a serious or repeated violations of material terms of the
784 Lease.
785
786 3. Failure to pay utility bills when Tenant is responsible for paying
787 such bills directly to the supplier of utilities; [966.4 (1)(2)]
788
789 4. Misrepresentation of family income, assets, or composition; [966.4
790 (c)(2)]
791
792 5. Failure to supply, in a timely fashion, any certification, release,
793 information, or documentation on Family income or composition
794 needed to process annual reexaminations or interim
795 redeterminations. [966.4 (c)(2)]
796
797 6. Serious or repeated damage to the dwelling unit, creation of physical
798 hazards in the unit, common areas, grounds, or parking areas of any
799 project site; [966.4 (1)(2)]
800
801 7. Criminal activity by Tenant, household member, guest, or other
802 person under Tenant's control, including criminal activity that
803 threatens the health, safety or right to peaceful enjoyment of
804 SMHA's public housing premises by other residents, or any drug-
805 related criminal activity. [966.4 (1)(2)]
806
807 8. Offensive weapons or illegal drugs seized in a SMHA unit; [966.4
808 (1)(2)]
809
810 9. Any fire on SMHA premises caused by carelessness or unattended
811 cooking. [966.4 (1)(2)]
812

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

- 814
815 1. 14 days in the case of failure to pay rent;
816
817 2. A reasonable time, but not to exceed thirty days, considering the
818 seriousness of the situation (but not to exceed 30 days) when the
819 health or safety of other Tenants or SMHA staff is threatened;
820
821 3. 30 days in any other case. [966.4 (1)(3)(i)(A), (B) & (C)]

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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- (c) The notice of termination:
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. [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)]
 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.
 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 of 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)]
 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 a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 (1)(3)(v)]
 5. SMHA may evict Tenant from the unit only by bringing a court action. [966.4 (1)(4)]
- (d) Tenant may terminate this Lease at any time by giving one full calendar month written notice as described in Section 13, above. (Ex: Proper

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

865 written notice given on February 15, Tenant vacate date is March 31,
866 and Tenant is obligated to pay full month rent for March)

867
868 (e) In deciding to evict for criminal activity, SMHA shall have discretion to
869 consider (or not to consider) all of the circumstances of the case,
870 including the seriousness of the offense, the extent of participation by or
871 awareness of family members, and the effects that the eviction would
872 have both on family members not involved in the proscribed activity and
873 on the family's neighbors. In appropriate cases, SMHA may permit
874 continued occupancy by remaining family members and may impose a
875 condition that family members who engaged in the proscribed activity
876 will neither reside in nor visit the unit. SMHA may require a family
877 member who has engaged in the illegal use of drugs to present credible
878 evidence of successful completion of a treatment program as a condition
879 to being allowed to reside in the unit. [966.4 (1)(5)]

880
881 (f) When a SMHA evicts a Tenant from a dwelling unit for criminal activity
882 SMHA shall notify the local post office serving that dwelling unit that
883 such individual or family is no longer residing in the unit so the post
884 office will stop mail delivery for such persons and they will have no
885 reason to return to the unit. [966.4 (1)(5)(ii)]

886
887 **14. Waiver:** No delay or failure by SMHA in exercising any right under this
888 lease agreement, and no partial or single exercise of any such right shall
889 constitute a waiver (post or prospective) of that or any other right, unless
890 otherwise expressly provided herein.

891
892 **15. XVI. Housekeeping Standards:** In an effort to improve the livability and
893 conditions of the apartments owned and managed by SMHA, uniform
894 standards for resident housekeeping have been developed for all Tenant
895 families.

896
897 (a) **SMHA Responsibility:** The standards that follow will be applied fairly
898 and uniformly to all Tenants. SMHA will inspect each unit at least
899 annually, to determine compliance with the standards. Upon completion
900 of an inspection SMHA will notify Tenant in writing if he/she fails to
901 comply with the standards. SMHA will advise Tenant of the specific
902 correction(s) required establishing compliance, and indicating that
903 training is available. Within a reasonable period of time, SMHA will
904 schedule a second inspection. Failure of a second inspection will
905 constitute a violation of the lease terms. Training will be available at no
906 cost to any Tenant requesting or needing assistance in complying with
907 the Housekeeping Standards.

908

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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

913

914

Housekeeping Standards: Inside the Apartment

915

916

General—

917

918

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

919

920

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

921

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

922

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

923

924

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

925

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

926

927

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

928

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

929

930

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

931

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

932

933

Kitchen—

934

935

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

936

- (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.

937

938

939

940

- (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.

941

942

- (4) Exhaust Fan and/or Range Hood: should be free of grease and dust.

943

944

- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.

945

946

- (6) Food storage areas: should be neat and clean without spilled food.

947

948

- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

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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, and shall not be disconnected.
- (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.

(c) **Housekeeping Standards: 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. There should be no car repairs in the lots.
- (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.

**TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.
(SIGNATURE REQUIRED ON PART II OF THE LEASE.)**

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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 #
1.	Head		
2.			
3.			
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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)]

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1029 This is the flat rent for the Premises.

1030 This rent is based on the income and other information reported by the Resident.

1031 This rent is the Minimum Rent of \$50.

1032

1033 **(5) Anniversary Date:** Annual rent and family composition redetermination will be
1034 effective on Tenant's Anniversary Date. The Anniversary Date is the first calendar day of
1035 the month in which this Lease became effective, per the effective date listed in Part II of
1036 this Lease. (Example: If the Lease effective date is December 9, 2009: Anniversary Date
1037 is December 1; annual rent adjustment will be effective on December 1.)

1038

1039 **(6) Utilities and Appliances:** SMHA-Supplied Utilities [966.4 (b)(1)] If indicated by an
1040 (X) below, SMHA provides the indicated utility as part of the rent for the premises:

1041 (X) Electricity (X) Natural Gas (X) Heating Fuel (X) Water (X) Sewerage () Other:

1042

1043 If indicated by an (X) below, SMHA shall provide the following appliances for the
1044 premises: (X) Cooking Range (X) Refrigerator

1045

1046 **(7) Utility Allowances:** Tenant-Paid Utilities [5.632] If indicated by an (X) below,
1047 SMHA shall provide Tenant with a Utility Allowance in the monthly amount totaling
1048 \$_____ for the following utilities paid directly by the Tenant to the Utility supplier:
1049 (X) Electricity (X) Gas (X) Heat () Water () Sewerage () Trash removal () Tenant-
1050 supplied cooking range () Tenant-supplied refrigerator

1051

1052 **(8) Charges for Excess Appliances** (Not applicable to Tenants who pay utilities directly
1053 to utility supplier.) Charges for excess appliances are due per the following: [966.4(b)(2)]

1054

1055 Air Conditioners: An additional charge of \$20 per month per A/C unit will be payable **for**
1056 **each month of occupancy** that an air conditioner is installed in a window in the
1057 premises. (Window mount or window exhaust air conditioners may be installed only
1058 during the period of June 1 through September 30. Window mount or window exhaust air
1059 conditioners installed during the period October 1 through May 31 may be removed by
1060 SMHA personnel, at which time a charge of \$20 per air conditioner removed will be
1061 assessed on Tenant. If a doctor provides a prescription that Tenant requires an air
1062 conditioner during the restricted months, an air conditioner will be allowed, and a \$20 per
1063 month charge will be assessed for each month the air conditioner is installed.)

1064

1065 Other Appliances: an additional charge of \$10.00 per month will be assessed for each
1066 month of occupancy for each excess appliance on the premises:

1067 \$10.00 - Freezer

1068 \$10.00 - Extra Refrigerator

1069 \$10.00 - Clothes Washer

1070 \$10.00 - Clothes Dryer

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

1071 **(9) Security Deposit:** Tenant agrees to pay as a security deposit. See Part I of this lease
 1072 for information on treatment of the Security Deposit. [966.3 (b)(5)]

1073
 1074 **(10) Lead Safety:** The SMHA shall provide Tenant with a Lead Hazard Information
 1075 Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the
 1076 lease.

1077
 1078 **(11) Execution:** By Tenant’s signature below, Tenant and household agree to the terms
 1079 and conditions of Part I and II of this lease and all additional documents made a part of
 1080 the lease by reference.

1081
 1082 By the signature(s) below I/we also acknowledge that the Provisions of Part I of this
 1083 Lease Agreement have been received and thoroughly explained to me/us.

1084
 1085 TENANT: _____ DATE: _____
 1086 CO-TENANT: _____ DATE: _____
 1087 CO-TENANT: _____ DATE: _____
 1088 CO-TENANT: _____ DATE: _____
 1089 EXECUTIVE DIRECTOR: _____ DATE: _____
 1090 WITNESS: _____ DATE: _____

1091
 1092 **TENANT’S CERTIFICATION**

1093
 1094 I, _____ hereby certify that I, and other members of my
 1095 Household, have not committed any fraud in connection with any federal housing
 1096 assistance program, unless such fraud was fully disclosed to SMHA before execution of
 1097 the lease, or before SMHA approval for occupancy of the unit by the Household member,
 1098 as indicated in a signed statement provided by me.

1099
 1100 I further certify that all information or documentation submitted by myself or other
 1101 Household members to SMHA in connection with any federal housing assistance
 1102 program (before and during the lease term) are true and complete to the best of my
 1103 knowledge and belief.

1104
 1105
 1106 _____
 1107 Tenant’s Signature Date Date

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SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

ATTACHMENTS:

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1117 This Lease consists of Part I and Part II, and the following list of attachments that are
1118 made a part of the lease by reference. By executing this Lease Tenant certifies receipt of
1119 all the attachments listed below. Any attachment may be modified from time to time by
1120 SMHA provided that SMHA shall give at least 30-day written notice to each affected
1121 Tenant setting forth the proposed modification, the reasons thereof, and providing the
1122 Tenant an opportunity to present written comments which shall be taken into
1123 consideration by SMHA prior to the proposed modification becoming effective. A copy
1124 of such notice shall be: (a) Delivered directly or mailed to each Tenant; or (b) Posted in at
1125 least three (3) conspicuous places within each structure or building in which the affected
1126 dwelling units are located, as well as in a conspicuous place at the project office, if any,
1127 or if none, a similar central business location within the project. [24CFR966.5]

1128

1129 Lease Attachment 1: Public Housing Grievance Procedure

1130 Lease Attachment 2: Community Service and Self-Sufficiency Policy

1131 Lease Attachment 3: Pet Ownership Policy

1132 Lease Attachment 4: Special Charges to Tenants for Repair of Damages

1133 Lease Attachment 5: Violence Against Women Act Policy (VAWA)

1134 Lease Attachment 6: Tenant Handbook

1135

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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

1176 **II. Applicability of this grievance procedure (966.51)**

1177 In accordance with the applicable Federal regulations (**24 CFR § 966.50**) this grievance
1178 procedure shall be applicable to all individual grievances (as defined in Section I above)
1179 between Tenant and the SMHA with the following exception:

1180
1181 A. The SMHA grievance procedure shall not be applicable to disputes between
1182 Tenants not involving the SMHA or to class grievances. The grievance procedure
1183 is not intended as a forum for initiating or negotiating policy changes between a
1184 group or groups of Tenants and the SMHA's Board of Commissioners. **[966.51**
1185 **(b)]**

1186
1187 This grievance procedure is incorporated by reference in all Tenant dwelling leases and
1188 will be furnished to each Tenant and all resident organizations. **[966.52 (b) and (d)]**
1189

1190 Any changes proposed in this grievance procedure must provide for at least 30 days
1191 notice to Tenants and Resident Organizations, setting forth the proposed changes and
1192 providing an opportunity to present written comments. Comments submitted shall be
1193 considered by the SMHA before any revisions are made to the grievance procedure.
1194 **[966.52 (c)]**
1195

1196 **III. Informal settlement of a grievance [966.54]**

1197 Any grievance must be personally presented, either orally or in writing, to the SMHA's
1198 central office or the management office of the development in which the complainant
1199 resides **within ten days after the grievable event.**
1200

1201 Grievances related to complaints about operational matters that are received by the
1202 SMHA's central office will be referred to the person responsible for the management of
1203 the development in which the complainant resides. Grievances involving complaints
1204 related to discrimination, harassment, or disability rights will be referred to the Civil
1205 Rights Administrator and/or Executive Director.

1206 As soon as the grievance is received, it will be reviewed by the management office of the
1207 development or the Civil Rights Administrator (if applicable) to be certain that neither of
1208 the exclusions in paragraphs II.A or II.B above applies to the grievance. Should one of
1209 the exclusions apply, the complainant will be notified in writing that the matter raised is
1210 not subject to the SMHA's grievance procedure, with the reason thereof.
1211

1212 If neither of the exclusions cited above apply, the complainant will be contacted to
1213 arrange a mutually convenient time **within ten working days** to meet so the grievance
1214 may be discussed informally and settled without a formal grievance hearing. At the
1215 informal hearing the complainant will present the grievance and the person in charge of
1216 the management office or the Civil Rights Administrator will attempt to settle the
1217 grievance to the satisfaction of both parties.
1218

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

1219 **Within fourteen days** following the informal discussion, the SMHA shall prepare and
1220 either hand deliver or mail to Tenant a summary of the discussion that must specify the
1221 names of the participants, the dates of meeting, the nature of the proposed disposition of
1222 the complaint and the specific reasons thereof, and shall specify the procedures by which
1223 a formal hearing under this procedure may be obtained if the complainant is not satisfied.
1224 A copy of this summary shall also be placed in Tenant's file. A receipt signed by the
1225 complainant or a return receipt for delivery of certified mail, whether or not signed, will
1226 be sufficient proof of time of delivery for the summary of the informal discussion.

1227 **[966.55 (a)]**

1228

1229 **IV. Formal Grievance Hearing**

1230 If the complainant is dissatisfied with the settlement arrived at in the informal hearing,
1231 the complainant must submit a written request for a formal grievance hearing to the
1232 management office of the development where Tenant resides **no later than five working**
1233 **days after the summary of the informal hearing is received.**

1234

1235 The written request shall specify:

- 1236 The reasons for the grievance;
- 1237 The action of relief sought from the SMHA; and
- 1238 Several dates and times when the complainant can attend a grievance hearing.

1239

1240 If the complainant requests a hearing in a timely manner, SMHA shall schedule a hearing
1241 on the grievance at the earliest time possible for the complainant, SMHA and the hearing
1242 officer or hearing panel. The hearing shall be scheduled promptly for a time and place
1243 reasonably convenient to both the complainant and SMHA. A written notification
1244 specifying the time, place and the procedures governing the hearing shall be delivered to
1245 the complainant and the appropriate SMHA official.

1246

1247 If the complainant fails to request a hearing within five working days after receiving the
1248 summary of the informal hearing, the SMHA's decision rendered at the informal hearing
1249 becomes final and the SMHA is not obligated to offer the complainant a formal hearing
1250 unless the complainant can show good cause why he failed to proceed in accordance with
1251 this procedure. **[966.55 (c) and (d)]**

1252

1253 Failure to request a grievance hearing does not affect the complainant's right to contest
1254 the SMHA's decision in a court hearing. **[966-54 (c)]**

1255

1256 **V. Selecting the Hearing Officer or Hearing Panel [966.55 (b)(2)(ii)]**

1257 A grievance hearing shall be conducted by an impartial person or persons appointed by
1258 the SMHA after consultation with resident organizations, as described below:

1259

- 1260 A. The SMHA shall nominate a slate of impartial persons to sit as hearing officers or
1261 hearing panel members.

1262

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

1263 The SMHA will check with each nominee to determine whether there is an
1264 interest in serving as a hearing officer or panel member, whether the nominee
1265 feels fully capable of impartiality, whether the nominee can serve without
1266 compensation, and what limitations on the nominee's time would affect such
1267 service.

1268
1269 Nominees will be informed that they will be expected to disqualify themselves
1270 from hearing grievances that involve personal friends, other residents of
1271 developments in which they work or reside, or grievances in which they have
1272 some personal interest.

1273
1274 Nominees who are not interested in serving as hearing officers or whose time is
1275 too limited to make service practical will be withdrawn and other names will be
1276 substituted.

1277
1278 B. A slate of potential hearing officers or hearing panel members nominated by the
1279 SMHA shall be submitted to the SMHA's Resident Organizations. Written
1280 comments from the organizations shall be considered by the SMHA before the
1281 nominees are appointed as hearing officers or panel members.

1282
1283 C. When the comments from Resident Organizations have been received and
1284 considered, the nominees will be informed that they are the SMHA's official
1285 grievance hearing committee. SMHA will subsequently contact committee
1286 members in random order to request their participation as hearing panel members
1287 or hearing officers.

1288
1289 **VI. Escrow deposit required for a hearing involving rent [966.55 (e)]**
1290 Before a hearing is scheduled in any grievance involving the amount of rent which the
1291 SMHA claims is due under this lease, the complainant shall pay to the SMHA an amount
1292 equal to the rent due and payable as of the first of the month preceding the month in
1293 which the act or failure to act took place. The complainant shall, thereafter, deposit the
1294 same amount of the monthly rent in an escrow account monthly until the complaint is
1295 resolved by decision of the hearing officer or hearing panel.

1296
1297 This requirement will not be waived by the SMHA unless the complainant is paying
1298 minimum rent and the grievance is based on a request for a hardship exemption or the
1299 Tenant's welfare benefits have been reduced for welfare fraud or failure to comply with
1300 economic self sufficiency requirements. **In these cases only**, rent need not be escrowed.

1301
1302 **VII. Scheduling hearings [966.55 (f)]**
1303 When a complainant submits a timely request for a grievance hearing, the SMHA will
1304 immediately contact hearing panel members or hearing officers in random order to
1305 request their participation until one is available on the date and at the time arranged.
1306

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

1307 Once the hearing panel or hearing officer have agreed upon the hearing date and time, the
1308 complainant, the manager of the development in which the complainant resides, and
1309 hearing panel members or officer shall be notified in writing. Notice to the complainant
1310 shall be in writing, either personally delivered to complainant or sent by mail, return
1311 receipt requested.

1312
1313 The written notice will specify the time, place and procedures governing the hearing.

1314
1315 **VIII. Procedures governing the hearing [966.56]**

1316 The hearing shall be held before a hearing panel or hearing officer as described above in
1317 Section VII. The complainant shall be afforded a fair hearing, which shall include:

1318
1319 A. The opportunity to examine before the hearing any SMHA documents, including
1320 records and regulations, that are directly relevant to the hearing.
1321 The Tenant shall be allowed to copy any such document at the Tenant's expense.
1322 If the SMHA does not make the document available for examination upon request
1323 by the complainant, the SMHA may not rely on such document at the grievance
1324 hearing.

1325
1326 B. The right to be represented by counsel or other person chosen as the Tenant's
1327 representative and to have such person make statements on the Tenant's behalf.

1328
1329 The right to a private hearing unless the complainant requests a public hearing.
1330 The right to present evidence and arguments in support of the Tenant's complaint
1331 to controvert evidence relied on by the SMHA or project management, and to
1332 confront and cross examine all witnesses upon whose testimony or information
1333 the SMHA or project management relies; and

1334
1335 C. A decision based solely and exclusively upon the fact presented at the hearing.
1336 **[966-56(b)]**

1337
1338 The hearing panel or officer may render a decision without proceeding with the hearing if
1339 they determine that the issue has been previously decided in another proceeding. **[966-56**
1340 **(c)]**

1341
1342 At the hearing, the complainant must first make a showing of an entitlement to the relief
1343 sought and, thereafter, the SMHA must sustain the burden of justifying the SMHA action
1344 or failure to act against which the complaint is directed. **[966.56 (e)]**

1345
1346 The hearing shall be conducted informally by the hearing panel or officer. Oral or
1347 documentary evidence pertinent to the facts and issues raised by the complaint may be
1348 received without regard to admissibility under the rules of evidence applicable to judicial
1349 proceedings. **[966.56 (f)]**

1350

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

1351 The hearing panel or officer shall require the SMHA, the complainant, counsel and other
1352 participants or spectators to conduct themselves in an orderly fashion. Failure to comply
1353 with the directions of the hearing panel or officer to obtain order may result in exclusion
1354 from the proceedings or in a decision adverse to the interests of the disorderly party and
1355 granting or denial of the relief sought, as appropriate. **[966.56 (f)]**
1356

1357 The complainant or the SMHA may arrange in advance, at expense of the party making
1358 the arrangement, for a transcript of the hearing. Any interested party may purchase a copy
1359 of such transcript. **[966.56 (g)]**
1360

1361 The SMHA must provide reasonable accommodation for persons with disabilities to
1362 participate in the hearing. Reasonable accommodation may include qualified sign
1363 language interpreters, readers, accessible locations, or attendants. If the Tenant is visually
1364 impaired, any notice to the Tenant which is required under this procedure must be in an
1365 accessible format. **[966.56 (h)]**
1366

1367 If a hearing panel member or officer fails to disqualify himself/herself as required in
1368 Section V.A., the SMHA will remove the panel member or officer from the hearing
1369 committee, invalidate the results of the hearing and schedule a new hearing with a new
1370 hearing panel or officer.
1371

1372 **IX. Failure to appear at the hearing**

1373 If the complainant or the SMHA fails to appear at the scheduled hearing, the hearing
1374 panel or officer may make a determination to postpone the hearing **for not to exceed five**
1375 **business days**, or may make a determination that the party has waived his right to a
1376 hearing. **[966.56 (d)]**
1377

1378 Both the complainant and the SMHA shall be notified of the determination by the hearing
1379 panel or officer; provided, that a determination that the complainant has waived his right
1380 to a hearing shall not constitute a waiver of any right the complainant may have to contest
1381 the SMHA's disposition of the grievance in court. **[966.56 (d)]**
1382

1383 **X. Decision of the hearing panel or officer [966.57]**

1384 The hearing panel or officer shall prepare a written decision, together with the reasons for
1385 the decision a reasonable time after the hearing. A copy of the decision shall be sent to
1386 the complainant and the SMHA.
1387

1388 The SMHA shall retain a copy of the decision in the Tenant's folder. A copy of the
1389 decision with all names and identifying references deleted shall also be maintained on file
1390 by the SMHA and made available for inspection by a prospective complainant, his
1391 representative, or the hearing panel or officer.
1392

1393 The decision of the hearing panel or officer shall be binding on the SMHA, which shall
1394 take all actions, or refrain from any actions, necessary to carry out the decision unless the

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

- 1395 SMHA's Board of Commissioners determines within ten working days, and promptly
1396 notifies the complainant of its determination that:
1397
- 1398 A. The grievance does not concern SMHA action or failure to act in accordance
1399 with or involving the complainant's lease or SMHA regulations, which adversely
1400 affect the complainant's rights, duties, welfare or status.
1401
- 1402 B. The decision of the hearing panel or officer is contrary to applicable Federal,
1403 State or local law, HUD regulations, or requirements of the annual contributions
1404 contract between HUD and the SMHA.
1405
- 1406 C. A decision by the hearing panel or officer or Board of Commissioners in favor
1407 of the SMHA or which denies the relief requested by the complainant in whole or
1408 in part shall not constitute a waiver of, nor affect in any way, the rights of the
1409 complainant to a trial or judicial review in any court proceedings which may be
1410 brought in the matter later. **[966.57]**
1411

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

Lease Attachment 2

Community Service and Self Sufficiency Policy

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A) Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease.

B) Definitions

Community Service - volunteer work which includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.;
- Work with a non-profit organization that serves SMHA residents or their children such as: Boy Scouts, Girl Scouts, Boys & Girls Clubs, 4-H program, PAL, Community Gardens, community cleanup programs, beautification programs, other youth or senior organizations;
- Work at SMHA to help improve physical conditions;
- Work at SMHA to help with children's programs;
- Work at SMHA to help with senior programs;
- Helping neighborhood groups with special projects;
- Working through resident organization to help other residents with problems, serving as an officer in a Resident organization, serving on the Resident Advisory Board; and
- Caring for the children of other residents so they may volunteer.

NOTE: Political activity is excluded.

Self Sufficiency Activities - activities that include, but are not limited to:

- Job readiness programs;
- Job training programs;
- GED classes;
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- Apprenticeships;
- Budgeting and credit counseling;
- Any kind of class that helps a person toward economic independence; and
- Full time student status at any school, college or vocational school.

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

1452 **Exempt Adult** - an adult member of the family who

- 1453 • Is 62 years of age or older;
- 1454 • Has a disability that prevents him/her from being gainfully employed;
- 1455 • Is the caretaker of a disabled person;
- 1456 • Is working at least 30 hours per week; or
- 1457 • Is participating in a welfare-to-work program.

1458

1459 **C) Requirements of the Program**

- 1460 1. The eight (8) hours per month may be either volunteer work or self sufficiency
- 1461 program activity, or a combination of the two.
- 1462 2. At least eight (8) hours of activity must be performed each month. An individual
- 1463 may not skip a month and then double up the following month, unless special
- 1464 circumstances warrant special consideration. SMHA will make the determination
- 1465 of whether to allow or disallow a deviation from the schedule.
- 1466 3. Activities must be performed within the community and not outside the
- 1467 jurisdictional area of SMHA.
- 1468 4. Family obligations:
 - 1469 • At lease execution or re-examination after February 1, 2000, all adult
 - 1470 members (18 or older) of a public housing resident family must:
 - 1471 a. provide documentation that they are exempt from Community Service
 - 1472 requirement if they qualify for an exemption, and
 - 1473 b. sign a certification that they have received and read this policy and
 - 1474 understand that if they are not exempt, failure to comply with the
 - 1475 Community Service requirement will result in nonrenewal of their
 - 1476 lease.
 - 1477 • At each annual re-examination, non-exempt family members must present a
 - 1478 completed documentation form (to be provided by SMHA) of activities
 - 1479 performed over the previous twelve (12) months. This form will include
 - 1480 places for signatures of supervisors, instructors, or counselors certifying to the
 - 1481 number of hours contributed.
 - 1482 • If a family member is found to be noncompliant at re-examination, he/she and
 - 1483 the Head of Household will sign an agreement with SMHA to make up the
 - 1484 deficient hours over the next twelve (12) month period.
- 1485
- 1486 5. Change in exempt status:
 - 1487 • If, during the twelve (12) month period, a non-exempt person becomes
 - 1488 exempt, it is his/her responsibility to report this to SMHA and provide
 - 1489 documentation of such.
 - 1490 • If, during the twelve (12) month period, an exempt person becomes non-
 - 1491 exempt, it is his/her responsibility to report this to SMHA. SMHA will
 - 1492 provide the person with the Recording/Certification documentation form and a
 - 1493 list of agencies in the community that provide volunteer and/or training
 - 1494 opportunities.

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

1495

1496

D) SMHA obligations

1497

1. To the greatest extent possible and practicable, SMHA will:

1498

- Provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. *(According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement);* and

1499

1500

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- Provide in-house opportunities for volunteer work or self sufficiency programs.

1504

1505

2. SMHA will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.

1506

1507

1508

3. SMHA will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use SMHA's Grievance Procedure if they disagree with SMHA's determination.

1509

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4. Noncompliance of family member:

1512

- At least thirty (30) days prior to annual re-examination and/or lease expiration, SMHA will begin reviewing the exempt or non-exempt status and compliance of family members;

1513

1514

1515

- If SMHA finds a family member to be noncompliant, SMHA will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period;

1516

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- If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit;

1519

1520

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- The family may use SMHA's Grievance Procedure to protest the lease termination.

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SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

Community Service Compliance Certification

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I/We have received a copy of, have read and understand the contents of SMHA's
Community Service/Self Sufficiency Policy.

I/We understand that this is a requirement of the Quality Housing and Work
Responsibility Act of 1998 and that if we do not comply with this requirement our lease
will not be renewed.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

Community Service Exemption Certification

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I certify that I am eligible for an exemption from the Community Service requirement for the following reason:

- I am 62 or older
- I have a disability which prevents me from working
(Certification of Disability Form will serve as documentation)
- I am working
(Employment Verification form will serve as documentation)
- I am participating in a Welfare to Work Program
(Must provide verification letter from agency)
- I am receiving TANF and am participating in a required economic self sufficiency program or work activity
(Must provide verification from the funding agency that you are complying with job training or work requirements)
- I am a full time student
(Must provide verification letter from school attended)

Resident Name

Resident Signature

Date

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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.

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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7) Requirements Placed on Pet Owners

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

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.

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

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

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

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

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

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

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

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

1711 The pet and its living quarters must be maintained in a manner to prevent odors
1712 and any other unsanitary conditions in the owner's unit and surrounding areas.

1713
1714 Repeated substantiated complaints by neighbors or SMHA personnel regarding
1715 pets disturbing the peace of neighbors through noise, odor, animal waste, or other
1716 nuisance may result in the owner having to remove the pet or move him/herself.

1717
1718 Pets that make noise continuously, including but not limited to barking, and/or
1719 incessantly for a period of 10 minutes or intermittently for one half hour or more
1720 to the disturbance of any person at any time of day or night shall be considered a
1721 nuisance.

1722

1723 **8) Restrictions on Certain Pets**

1724 The keeping of snakes or any other reptiles is prohibited.

1725

1726 Any animal deemed to be potentially harmful or dangerous to the health or safety
1727 of others, including but not limited to attack or fight trained dogs, is prohibited.

1728

1729 Dogs weighing more than twenty (20) pounds at maturity are prohibited. SMHA
1730 shall not be responsible for forecasting the weight of a dog that is not full grown.
1731 If a growing dog weighing 20 pounds or less is approved by SMHA, and the dog
1732 matures to a weight greater than 20 pounds, the dog will be in the prohibited
1733 weight class and must be removed from SMHA property.

1734

1735 Fish tanks in excess of ten (10) gallons are prohibited.

1736

1737 **9) Removal of Pets**

1738 SMHA, or an appropriate community authority, shall require the removal of any
1739 pet from an apartment or other SMHA property if the pet's conduct or condition is
1740 determined to be a nuisance or threat to the health or safety of other occupants of
1741 the property or of other persons in the community where the project is located,
1742 including SMHA staff and Contractors, or if the health and safety of the pet is at
1743 risk.

1744

1745 In the event of illness or death of pet owner, or in the case of an emergency which
1746 would prevent the pet owner from properly caring for the pet, SMHA has
1747 permission to call the emergency caregiver designated by the resident or the local
1748 Pet Law Enforcement Agency to take the pet and care for it until family or friends
1749 can claim the pet and assume responsibility for it. Any expenses incurred will be
1750 the responsibility of the original pet owner, or the new pet owner.

1751

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

**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

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

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. 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:	\$25
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.

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

Lease Attachment 5

Violence Against Women Act (VAWA) Policy

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Schenectady Municipal Housing Authority
SMHA VIOLENCE AGAINST WOMEN ACT POLICY
Effective 9/25/2007

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, 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

1886 2.3 Immediate Family Member: A spouse, parent, brother or sister, or child of the
1887 person, or an individual to whom that person stands in loco parentis (in place of a
1888 parent); or any other person living in the household of that person and related to that
1889 person by blood or marriage.
1890

1891 2.4 Stalking: To follow, pursue, or repeatedly commit acts with the intent to kill, injure,
1892 harass, or intimidate; or to place under surveillance with the intent to kill, injure,
1893 harass, or intimidate another person; and in the course of, or as a result of, such
1894 following, pursuit surveillance, or repeatedly committed acts, to place a person in
1895 reasonable fear of the death of, or serious bodily injury to, or to cause substantial
1896 emotional harm to (i) that person; (ii) a member of the immediate family of that
1897 person; or (iii) the spouse or intimate partner of that person.
1898

1899 2.5 Victim: Is a person who is the victim of domestic violence, dating violence, or
1900 stalking under this Policy and who has completed the certification referred to in
1901 Section 3.0 of this policy statement in a complete and timely fashion.
1902

1903 **3.0 Certification and Confidentiality**

1904
1905 3.1 HUD Approved Certification: For each incident where a person is claiming victim
1906 status, that person shall certify to SMHA their victim status by completing a HUD
1907 approved certification form (see attached). The person shall certify the date, time and
1908 description of the incident(s), that the incident(s) are bona fide incidents of actual or
1909 threatened abuses and meet the requirements of VAWA and this Policy. The person
1910 shall provide information to identify the perpetrator including but not limited to the
1911 name (and if know all alias names), date of birth, address, contact information such as
1912 postal, e-mail or internet address, telephone or fax number and other pertinent
1913 information.
1914

1915 3.2 Other Certification: In lieu of providing a HUD certification, a person who is
1916 claiming victim status may provide to SMHA:
1917
1918 a) documentation signed by the victim and an employee/agent/volunteer of a
1919 victim services provider, an attorney, or a medical professional from who the victim
1920 has sought assistance in addressing domestic violence, dating violence or stalking or
1921 the effects of the abuse, in which the professional attests under penalty of perjury (28
1922 U.S.C. Sec. 1746) to the professional's belief that the incident(s) in question are bona
1923 fide incidents of abuse; or
1924

1925 b) a federal, state, tribal, territorial, local police or court record.
1926

1927 3.3 Failure to provide Certification: The person claiming victim status shall provide
1928 complete and accurate certification to SMHA within 14 business days after the party
1929 requests in writing that the person completes the certification. If the person alleging
1930 violence does not provide a complete and accurate certification within the 14 business
1931 days, SMHA may take action to deny or terminate participation or tenancy.

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

1932

1933 3.4 Confidentiality: SMHA shall keep all information provided under the Policy
1934 confidential. SMHA shall not provide the information to any related entity or
1935 individual except to the extent that:

1936

1937 a) The victim requests or consent to the disclosure in writing, or

1938 b) The disclosure is required by applicable law.

1939

1940 **4.0 Basis for Denial of Admission, Assistance, or Tenancy.**

1941

1942 4.1 The SMHA shall not deny participation or admission to a program on the basis of a
1943 person's victim status, if the person otherwise qualifies for admission or assistance.

1944

1945 4.2 An incident or incidents of actual or threatened domestic violence, dating violence, or
1946 stalking will not be a serious or repeated violation of the lease by the victim and shall
1947 not be good cause for denying to a victim admission to a program, terminating
1948 Section 8 assistance or occupancy rights, participation in the Shelter Plus Care
1949 Program, or evicting a tenant.

1950

1951 4.3 Criminal activity directly related to domestic violence, dating violence, or stalking
1952 engaged in by a member of the tenant's household or any guest or other person under
1953 the tenant's control shall not be cause for termination of assistance, tenancy, or
1954 occupancy rights. If the tenant or immediate members of the tenant's family are the
1955 victim(s) of that domestic violence, dating violence, or stalking.

1956

1957 4.4 Notwithstanding Sections 4.1, 4.2 and 4.3, the SMHA may bifurcate a lease to evict,
1958 remove or terminate assistance to any individual who is a tenant or lawful occupant
1959 and who engages in criminal acts of physical violence against family members or
1960 others without evicting, removing, termination assistance to or otherwise penalizing
1961 the victim(s) of the violence who is also a tenant or lawful occupant.

1962

1963 4.5 Nothing in Section 4.1, 4.2 or 4.3 shall limit the authority of SMHA when notified, to
1964 honor court orders addressing rights of access to or control of the property, including
1965 civil protection orders issued to protect the victim and issued to address the
1966 distribution or possession of property among the household members when the family
1967 break up.

1968

1969 4.6 Nothing in Sections 4.1, 4.2 or 4.3 limits SMHA's authority to evict or terminate
1970 assistance to any tenant for any violation of lease not premised on the act or acts of
1971 violence against the tenant or a member of the tenant's household. However SMHA
1972 may not hold victim to a more demanding standard than any other tenant or
1973 participant.

1974

1975 4.7 Nothing in Sections 4.1, 4.2 or 4.3 limits the SMHA's authority to evict or terminate
1976 assistance, or deny admission to a program if the SMHA can show an actual and
1977 imminent threat to other tenants, neighbors, guests, their employees, persons

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

1978 providing services to the tenants or the property of others if the tenant family is not
1979 evicted or terminated from assistance or denied admission.

1980
1981 4.8 Nothing in Sections 4.1, 4.2 and 4.3 limits the SMHA’s authority to deny admission,
1982 terminate assistance or evict a person who engages in criminal acts including but not
1983 limited to acts of violence or stalking against family members or others.

1984
1985 4.9 A Section 8 recipient who moves out of an assisted dwelling unit to protect their
1986 health or safety and who: a) is a victim under this Policy; b) reasonably believes he or
1987 she was imminently threatened by harm from further violence if she/he remains in the
1988 unit; and c) has complied with all other obligations of the Section 8 program may
1989 receive a voucher and/or move to another Section 8 jurisdiction.

1990
1991 4.10 A public housing tenant who wants a transfer to protect their health or safety and
1992 who: a) is a victim under this policy; b) reasonably believes she/he mains in the unit;
1993 and c) has complied with all other obligations of the Section 8 program may receive a
1994 voucher and/or move to another Section 8 jurisdiction.

1995
1996 **5.0 Actions Against a Perpetrator**

1997
1998 The SMHA may evict, terminate assistance, or deny admission to a program or bring
1999 charges of trespass on its property against a perpetrator under this Policy. The victim
2000 shall take action to control or prevent the domestic violence, dating violence, or
2001 stalking. These actions may include but are not limited to: a) obtaining and enforcing
2002 a restraining or no-contact order, or an order for protections against the perpetrator; b)
2003 obtaining and enforcing a trespass charge against the perpetrator; c) preventing the
2004 delivery of the perpetrator’s mail to the victim’s unit; d) providing identifying
2005 information listed in 3.2; and e) other reasonable measures.

2006
2007 **6.0 Notice to Applicants, Participants, Tenants and Section 8 Landlords and**
2008 **Managers.**

2009
2010 SMHA shall provide notice to applicants, participants, tenants, managers and owners
2011 of their rights and obligations under Section 3.4 Confidentiality and Section 4.0 Basis
2012 for Denial of Admission, Assistance or Tenancy.

2013
2014 **7.0 Preferences**

2015
2016 Families who are victims under VAWA will receive a preference in SMHA’s public
2017 housing, Section 8, and Shelter Plus Care programs. Families/family members who
2018 have been victims of domestic violence, dating violence, or stalking shall provide an
2019 acceptable form of certification to qualify for preference, as outlined in Section 3.0.

2020
2021
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2023

SCHENECTADY MUNICIPAL HOUSING AUTHORITY LEASE

2024 **8.0** **Reporting Requirements**

2025

2026 SMHA shall include in its 5 Year Plan a statement of goals, objectives, policies or
2027 programs that will serve the needs of victims. SMHA shall also include a description
2028 of activities, services or programs provided or offered either directly or in partnership
2029 with other service providers to victims, in order to help victims obtain or maintain
2030 housing or to prevent the abuse or to enhance the safety of victims.

2031

2032 **9.0** **Conflict and Scope**

2033

2034 This Policy does not enlarge SMHA's duty under any law, regulation or ordinance.
2035 If this Policy conflicts with the applicable law, regulation or ordinance, the law,
2036 regulation or ordinance shall control. If this Policy conflicts with any other SMHA
2037 policy, this Policy will control.

2038

2039 **10.0** **Amendment**

2040

2041 The Executive Director may recommend to the Board of Commissioners amendments
2042 to this policy when it is deemed reasonable to effectuate the Policy's intent, purpose,
2043 or interpretation. The amendment shall be effective and incorporated into appropriate
2044 program policies and manuals on that date the amendment is approved by the
2045 Commissioners.

2046

2047 **11.0** **Legislative and Regulatory authority**

2048

2049 The provisions of its policy are based on conformity with the provision of the
2050 following laws, regulations and notices:

2051

- 2052 a) The Violence Against Woman Act of 1994
2053 b) The Violence Against Women Reauthorization Act of 2005
2054 c) U.S. Department of Housing and Urban Development, Notice PIH 2006-23
2055 d) U.S. Department of Housing and Urban Development, Notice PIH 2006-42