

**DWELLING LEASE ----- HIGHTSTOWN HOUSING AUTHORITY**

WHEREAS \_\_\_\_\_, hereinafter called the TENANT, in order to induce the HOUSING AUTHORITY OF THE BOROUGH OF HIGHTSTOWN (Hightstown Housing Authority), hereinafter designated as the LANDLORD to enter into the Lease set forth below, has made the following representations, all of which are true:

1. DESCRIPTION OF THE PARTIES AND PREMISES, The Hightstown Housing Authority does hereby lease unto the Tenant, and the Tenant hereby hires and takes as Tenant at the rental hereafter specified, the premises located at \_\_\_\_\_, and designated as \_\_\_\_\_, consisting of \_\_\_\_\_ rooms and bath to be occupied solely by \_\_\_\_\_ (hereinafter called Tenant) and the specific members of Tenant's household listed below:

2. FAMILY COMPOSITION. That the family of the Tenant consists of the following specific members of Tenant's household who will reside in the dwelling unit:

NAME	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY #

3. LEASE TERM AND RENEWAL. This Dwelling Lease shall be for a term of twelve (12) months beginning on \_\_\_\_\_, and is to be automatically renewable for all purposes for successive periods of equal length except noncompliance with community service requirements or unless properly terminated pursuant to the terms of this Lease and the laws of the State of New Jersey. The Hightstown Housing Authority as Landlord has a zero tolerance policy with lease terms regarding drug and/or criminal activity. Housing Authority Tenants, members of the Tenant's household, and/or guests who engage in drug and other criminal activity will face eviction action as required by the Lease.

4. RENT. Rent shall be payable monthly in the amount of \$ \_\_\_\_\_ and will remain in effect until adjusted in accordance with the provisions of this Lease. Initially, the Tenant will pay an amount equal to the product of the number of days of actual occupancy multiplied by 1/30 or 1/31 of the monthly rent stipulated for the period beginning at midnight on \_\_\_\_\_ and ending at midnight on \_\_\_\_\_. Thereafter, the full monthly Rent shall be due and payable on the first (1<sup>st</sup>) business day of each month and may be paid on any regular business day of the month through the fifth (5<sup>th</sup>) business day of the month. Any rent balance unpaid by the close of business on the fifth (5<sup>th</sup>) business day of any month will be considered overdue. An automatic Late Charge will be applied to any rent account having an outstanding balance owing. The rent will be increased where applicable by excess utility charges, costs of repair and other such fees as specified hereinafter.

5. SECURITY DEPOSIT. The Tenant agrees to pay and maintain a Security Deposit in an amount equivalent to one (1) month's rent, \$ \_\_\_\_\_. The Security Deposit may be paid in \_\_\_\_\_ installments of \$ \_\_\_\_\_ each with the first installment due with the first rent payment and thereafter an installment due with each subsequent rent payment until the entire Security Deposit is paid. Non-payment of the Security Deposit is in violation of this Lease. The Security Deposit will be placed in trust in an interest-bearing account located at 1<sup>st</sup> Constitution Bank, Hightstown Branch, Hightstown, NJ 08520. The Security Deposit may be utilized by the Authority toward the reimbursement for the cost of damages caused by the Tenant, members of Tenant's household or guests, beyond ordinary wear and tear. The Authority may also use the Security Deposit to insure the full performance of other obligations of the Tenant contained in this Lease. The Authority shall return the Security Deposit, plus the Tenant's accrued interest, less any deductions made, within thirty (30) days of the termination of this Lease.

6. UTILITIES. The Authority agrees to furnish without additional charge the following utilities: heat, electricity, gas, and hot and cold water. Utilities are to be furnished to at least the extent required by local custom and state law. The Authority will not be responsible for failure to furnish utilities by reason of any cause beyond its control. Utilities to be furnished without additional charge are those used by standard appliances as supplied by the Authority. In the event of a power failure, the Housing Authority emergency generators are designed to provide emergency exterior stairway and porch lighting and emergency boiler room power supply. The Housing Authority generators are not designed to provide emergency electric power supply to apartment units for medical and/or life support devices. An Excess Utilities Consumption Charge in the form of additional rental will be imposed on the

tenant for utilities used by any major tenant-supplied appliance including but not limited to an air conditioner and/or a food storage freezer. Effective January 1, 2006, no tenant-supplied clothes washers, clothes dryers, and/or dishwashers will be permitted to be installed or maintained in any apartment unit of the Hightstown Housing Authority, by order of the Board of Commissioners.

7. OTHER CHARGES. The Tenant will also be required to pay as additional rent, reasonable charges for damages beyond ordinary wear and tear caused by the Tenant, a member and/or guest of Tenant's household. Schedules of charges for excess utilities, repairs and any special services, as well as Authority rules and regulations will be posted in a conspicuous manner in the Authority Office and shall be furnished to applicants and Tenants upon request. Charges as described above shall be collectible thirty (30) days from the date of the written notice issued to the Tenant by the Authority.

8. LEGAL FEES, COURT, AND EVICTION COSTS. The Tenant shall be liable for all reasonable legal and court costs incurred by the Housing Authority in instituting an eviction suit against the tenant for nonpayment of rent or any other legal reason. No such fee shall be paid by the tenant if the court finds that the rent due and owing has been paid in full prior to the institution of the suit or if the Housing Authority is unsuccessful in proving its case for eviction on grounds other than nonpayment of rent. These charges and any other costs incurred in a court proceeding, including constable service fees, if applicable, shall be considered as additional rent and must be paid immediately by the tenant.

9. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY. Once each year as requested by the Management, Tenant agrees to furnish accurate information to the Authority as to family income, employment, and composition for use by the Authority in determining whether the rent should be changed, whether the dwelling size is still appropriate for tenant's needs, and whether the tenant is still eligible for low-rent housing. This determination will be made in accordance with the approved Schedule of Rents, Statement of Income and Occupancy Limits, and Federal rules and regulations as found in 24CFR are incorporated into this Lease by reference and available in the Authority Office.

A. Once a year, the Authority must give each Tenant family the opportunity to choose between the two methods for determining the amount of tenant rent payable monthly by the Tenant family. The Tenant family may choose to pay either a flat rent based on the market rent charged for comparable units in the private unassisted rental market, or, an income-based rent as calculated according to prevailing U. S. Department of Housing and Urban Development regulations and based on total gross family income. Regardless of whether the tenant family chooses to pay a flat rent or income-based rent, the tenant family must pay at least the minimum rent as determined by the Housing Authority.

B. Rent as fixed in Section 4 hereof or as adjusted pursuant to the above will remain in effect for the period between regular rent determinations, unless during such period: (1) the tenant can show a change in his or her circumstances (such as a decline in income) which would justify a reduction in rent or such other circumstances as would create a hardship situation; (2) the tenant or member of Tenant's household commences to receive public assistance or Tenant's public assistance is terminated. Rent adjustments including a switch from flat rent to income-based rent because of hardship due to changes in income will be considered on an intermediate or interim basis as deemed necessary because of special circumstances.

C. In addition to any other requirements prescribed herein, Tenant must report in writing to the Authority within ten (10) calendar days of occurrence any specified change in family circumstances as follows: (1) Any increase or decrease in family income, including addition to the family of additional wage earner; (2) Loss of Tenant or family member through death, divorce, or other continuing circumstances, or the addition of a family member by marriage or birth; entry into or discharge from military service of Tenant or of a family member.

D. If it is found that Tenant has misrepresented to the Authority the facts upon which Tenant's rent is based or it is found that Tenant has failed to report to the Authority any change in family circumstances which would warrant a rental increase so that the rent tenant is paying is less than what tenant should have been charged, then the increase in rent may be made retroactive to the date of the misrepresentation or failure to report the facts. The Authority may institute dispossession proceedings against the Tenant because of the said misrepresentation or failure to pay the assessed retroactive rent.

E. In the event of any rent adjustment pursuant to the above, the Authority will mail by regular mail or hand-deliver a "Notice of Rent Adjustment" to Tenant in accordance with Section 17 hereof. In the case of a rent decrease, the adjustment will become effective the first of the following month. In the case of a rent increase, the adjustment will become effective the first of the second following month, unless the rent increase results from a finding of intentional misrepresentation under Section 9D above.

F. If the Housing Authority determines that the size of the dwelling unit is no longer appropriate to Tenant's needs or to the size of the Tenant's family and a unit of appropriate size is available, the Tenant shall be offered said unit in writing. The Authority may amend this Lease by Notice to the Tenant in accordance with Section 17 hereof, that the Tenant will be required to move to another unit of appropriate size within the Authority, allowing the Tenant a reasonable time, not to exceed thirty (30) days, in which to move. If the Tenant fails to accept said unit, the Authority may terminate this Lease.

G. When the Authority redetermines the amount of rent, not including the determination of the Authority's utility schedule, or determines that the Tenant must transfer to another unit based on family composition, the Authority shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the Authority's Grievance Procedure.

H. Within thirty (30) days after the date of filing with the Internal Revenue Service, Tenants must submit to the Authority a photocopy of the Federal Income Tax Return for each member of their household who files a Tax Return. Tax Returns are to be submitted for the purpose of verification of family income, regardless of the time of the annual reexamination of Tenant's total family income.

10. **COMMUNITY SERVICE REQUIREMENT.** Community Service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. Each non-exempt adult public housing resident must contribute either eight (8) hours each month of community service or participate in a self-sufficiency program for eight (8) hours each month or perform 8 hours per month of combined activities as community service and economic self-sufficiency program. This requirement becomes effective at each family's next regularly scheduled annual re-examination on or after January 1, 2001.

An individual family member who is exempt from the Community Service Requirement is an adult who: (1) is 62 years or older or under the age of 18; (2) is a blind or disabled individual as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S., C.416 (i)(1); 1382(c), and who certifies that because of this disability she or he is unable to comply with the service provisions . . . or a person who is a primary caretaker of such individual; (3) is engaged in work activities or employed more than 30 hours per week; (4) meets the requirements for being exempted by reason of participation in a State of New Jersey welfare-to-work program.

The Housing Authority may not renew or extend the lease if a household contains a nonexempt adult who has failed to comply with this requirement. Violation of the community service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term. By signing this Lease, Tenant agrees to all the terms and conditions of this Lease.

11. **OCCUPANCY OF THE DWELLING UNIT.** The Tenant shall have the right to exclusive use and occupancy of the leased premises which shall include reasonable accommodation of the Tenant's guests or visitors, not to exceed two (2) consecutive days and/or two (2) consecutive nights, with the consent of Management, may include care of foster children and live-in care of a member of the Tenant's family. Tenant must give notice in writing of any guest or guests staying more than two (2) consecutive days and/or two (2) consecutive nights on the premises and must indicate the departure date of the guest(s). Guests staying more than two (2) consecutive days and/or two (2) consecutive nights will not be permitted if their presence on the premises constitutes a violation of local municipal ordinances. If any visit will extend beyond two (2) consecutive days and/or two (2) consecutive nights, the notice from the Tenant must state the reason(s) for the extended visit. The Authority must authorize such extended visits in writing.

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

A. To maintain the premises and the project in a decent and sanitary condition;

- B. To comply with requirements of applicable building and housing codes, and Federal regulations materially affecting health and safety, including running water and reasonable amounts of hot water and heat;
- C. To make necessary repairs to the premises and to keep the Authority buildings, facilities, and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and acceptable condition;
- D. To maintain in good and working order and condition electrical, plumbing, sanitary, heating, ventilating, appliances and other facilities supplied or required to be supplied by the Authority;
- E. To provide and maintain appropriate receptacles and facilities for deposit of garbage, rubbish and other waste removed from the premises by the Tenant (except receptacles for the exclusive use of an individual Tenant family);
- F. To notify the Tenant of the specific grounds for any proposed adverse action by the Authority such as a proposed lease termination, the transfer of the tenant to another unit, charges for maintenance or repair, or charges for excess utility consumption;
- G. When the Authority is required to afford the Tenant the opportunity for a hearing under the Authority's grievance procedure, the notice of proposed adverse action shall inform the Tenant of the right to request such a hearing;
  - a. In the case of a lease termination, a notice of lease termination consistent with that provision of the lease shall constitute adequate notice of proposed adverse action;
  - b. In adverse actions other than lease termination, the Authority shall not take the proposed action until the time to request a grievance hearing has expired, or if a hearing is requested by the tenant, until the grievance process is completed.

13. OBLIGATIONS OF THE TENANT. The Tenant shall be obligated under the terms of this Lease as follows:
- A. Not to assign the Lease or to sublease or transfer possession of the premises;
  - B. Not to provide accommodations for boarders, roomers, or lodgers;
  - C. To use the premises solely as a private dwelling for the Tenant and the Tenant's household as identified in the Lease, and not to use or permit its use for any other purpose;
  - D. To abide by necessary and reasonable rules and regulations as promulgated by the Authority for the benefit and well-being of the Authority and Tenants which shall be posted in the project office and are incorporated into this Lease as Appendix A;
  - E. To comply with all obligations imposed upon Tenants by applicable provisions of the building and housing codes materially affecting health and safety;
  - F. To keep the premises and such other areas as may be assigned to the Tenant for his/her exclusive use in a clean and safe condition;
  - G. To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner;
  - H. To permit access to the premises for the purpose of pest and insect extermination;
  - I. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities;
  - J. To refrain from, and to cause his or her household and guests to refrain from destroying, damaging, or removing any part of the premises or project;
  - K. To refrain from placing fixtures, signs or other items in or about the premises without prior revocable permission of the Authority;
  - L. To pay reasonable charges (other than for ordinary wear and tear) for the repair of damages to the premises, the Authority building facilities or common areas caused by the Tenant, his or her household or guests in accordance with a schedule of charges posted in the Authority office;
  - M. To remove or make arrangements for the prompt removal of all furniture and personal effects from the apartment unit at the time of termination of tenancy by eviction, death or any other cause. In the event that said furniture and personal effects are not removed immediately after the termination of the tenancy as aforesaid, Tenant agrees that the Authority will not be responsible for the care of or loss due to failure to remove said property. If said property and personal effects are not removed by the Tenant within ten (10) days after the termination of tenancy, Tenant hereby authorizes the Authority to remove and dispose of said property in any manner which it deems reasonable and to apply the cost of said removal and disposal against the Security Deposit;
  - N. To conduct him or herself and cause other persons who are on the premises with his or her consent (whether or not such persons' presence on the premises is then known by the Tenant or the Tenant is aware of the conduct of such persons) to conduct themselves in a manner which will not disturb his or her neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project is a decent and sanitary condition;

- O. To refrain from illegal or other activities which impair the physical or social environment of the project, including any activity that threatens the health, safety or right to peaceful enjoyment of public housing premises by other residents or employees of the Authority;
- P. The Tenant, any member of the Tenant's household, or guest or other person under the Tenant's control shall not engage in any criminal activity, including drug-related criminal activity, on or off the leased public housing premises. Any criminal activities, including the drug-related criminal activities engaged in by a public housing Tenant, any member of the Tenant's household, or any guest or other person under the Tenant's control, on or near the leased premises, shall be cause of termination of tenancy pursuant to 42 U.S.C.A. 143d(1)(5). The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled dangerous substance [as defined in Section 102 of the Controlled Substance Act (21 U.S.C.802)] 42 U.S.C.A.1437d (1). The Landlord must provide thirty (30) days advance written notice of termination of the lease for any criminal activity, including drug-related criminal activity, as required by 42 U.S.C.A.1437d (1)(3)(C). Said notice shall be in the form of a Notice to Quit and Demand for Possession and must be served on the Tenant by regular first class mail and certified mail, return receipt requested, simultaneously.
- Q. The Housing Authority has installed hard-wired smoke detectors with battery backup in each apartment unit. The Housing Authority regularly inspects each apartment unit annually and tests all smoke detectors. It is the responsibility of the tenant/leaseholder to maintain and test the smoke detectors in between the times of the regular Housing Authority inspections. It is the responsibility of the tenant/leaseholder to immediately notify the Housing Authority if any smoke detectors are broken or malfunctioning. Tenants/leaseholders who fail to maintain the smoke detectors in proper working condition (i.e., batteries are removed or the smoke detector is otherwise prevented from working properly) could be found to be in violation of the Lease.

14. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY. The special obligations of the Tenant and the Housing Authority where a dangerous condition exists which is hazardous to life, health, or safety are as follows: (A) The Tenant shall immediately notify the Authority management of any such defect, condition or damage; (B) The Authority shall be responsible for correcting the problem within a reasonable time; however, if the damage was caused by the Tenant, a member of his or her household, or his or her guest(s), the reasonable cost of resolving the problem shall be charged to the Tenant; (C) The Authority shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; (D) If the problem is not corrected in accordance with Section 14(C) above, the rent shall be reduced or abated in proportion to the seriousness of the damage and loss in value as a dwelling, except, no reduction in rent due shall be made where the Tenant rejects reasonable alternative accommodations or where the problem was caused by the Tenant, a member of Tenant's household, or Tenant's guest(s).

15. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS. Before a Tenant moves into a unit, the Authority and the Tenant or Tenant's representative must inspect the dwelling unit. The Authority shall give the Tenant a written statement of the condition of the dwelling unit, the premises, and the equipment provided. The Authority and the Tenant shall sign the inspection statement and a copy shall be filed in the Tenant's folder. The Authority shall be further obligated to inspect the unit at the time the Tenant vacates and to furnish the Tenant a statement of any charges to be made in accordance with Section 5 hereof. Provisions shall be made for the Tenant's participation in the latter inspection, unless the Tenant vacates without notice to the Authority.

16. ENTRY OF PREMISES DURING TENANCY. The Authority shall, upon reasonable advance notification to the Tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. A written notice specifying the purpose of the Authority's entry delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification. The Authority may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists. In the event that the Tenant and all adult members of the Tenant's household are absent from the premises when entered in the event of an emergency, the Authority shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

17. NOTICE REQUIREMENTS.

- A. Except as provided in Section 16 hereof, all Notices to the Tenant by the Authority shall be in writing and delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling or sent by prepaid first-class mail properly addressed to the Tenant.
- B. Any Notice to the Authority by the Tenant shall be in writing, delivered to the Authority Office or sent by prepaid first-class mail, properly addressed to the Authority.
- C. Notices sent by regular first-class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U. S. Postal Service postage prepaid.
- D. New Jersey Law and Court Rules: the Notice given by the Authority to the Tenant in certain areas is governed by the laws of New Jersey and the New Jersey Court Rules. To the extent that this Lease provides for different Notice requirements, the one giving greater protection to the Tenant shall prevail.
- E. If the Tenant is visually impaired, all Notices to the Tenant must be in an acceptable format.

18. TERMINATION OF LEASE.

- A. The Authority shall not refuse to renew this lease other than for serious or repeated violation of material terms of the lease or for other good cause. The following terms shall be considered material but are not an exclusive listing:
  - 1. Obligations of the Tenant identified in Sections 9, 10, and 13 of this Lease.
  - 2. Nonpayment of rent or other charges due under the Lease such as excess utilities, maintenance, etc.
  - 3. Repeated late payment of rent.
  - 4. Serious or repeated interference with the rights of other Tenants.
  - 5. Serious or repeated damage to the premises.
  - 6. Alteration, repair, sale, destruction or other disposition of the leased premises or any part thereof.
  - 7. Failure to report a change of income, employment, identity of household members, or failure to provide any other information required by this Lease.
  - 8. Misrepresentation (intentional or unintentional) of any material fact in the application for housing, or in any statement submitted to the Authority.
  - 9. Such changes in household size or composition as to render inappropriate the continued occupancy of the premises by the Tenant.
  - 10. Either of the following types of criminal activity by the Tenant, any member of the household, guest, or other person under the Tenant's control shall be cause for termination of tenancy: (a) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other tenants; and (b) any drug-related criminal activity on or near such premises as defined in Section 13 of this Lease.
  - 11. Serious or repeated violation of any of the Rules or Regulations applicable to the Tenant's dwelling unit or the public housing premises as posted.
- B. The Authority shall give written notice of lease termination of:
  - 1. Fourteen (14) calendar days in the case of failure to pay rent; or
  - 2. Reasonable time considering the seriousness of the situation, but not to exceed thirty (3) days when the health or safety of other tenants is threatened or when the health or safety of Authority employees is threatened; or
  - 3. Thirty (30) days in any other case: or
  - 4. The Notice requirements of the New Jersey Statutes, or whichever provides greater notice to Tenant.
- C. The Notice of Lease Termination shall state the specific grounds for the termination, the Tenants right to make such reply as the Tenant may wish, of the right to examine Authority documents directly relevant to termination or eviction, and of the right to request a hearing in accordance with the Authority's grievance procedure when required. The Notice to Vacate required by State or local law may be combined with Federal requirements, or may run concurrently with other lease termination notice.
- D. When the Authority is required to afford the Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the tenant to request a grievance hearing has expired. The grievance process has been completed if a hearing was requested by the Tenant in a timely manner.
- E. When the Authority is not required to afford the Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning Lease termination, the notice of Lease termination shall state that the Tenant is not entitled to a grievance hearing on the Lease termination. The Authority may evict the Tenant from the unit only by bringing a court action and

the notice of lease termination shall specify the judicial eviction procedure to be used by the Authority for eviction. Further the notice of lease termination shall state that the U. S. Dept. of Housing and Urban Development has determined that eviction procedure provides the opportunity for hearing in court that contains basic elements of due process as defined in HUD regulations. The notice of Lease termination shall also state whether the eviction is for a criminal activity that threatens the health, safety or right to peaceful enjoyment of premises of other residents or employees of the Authority, or any drug-related criminal activity on or near the Authority premises.

- F. In deciding to evict for criminal activity, the Authority shall have the discretion to consider all circumstances of the case including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not included in the criminal activity. The Authority may permit continued occupancy and impose a condition that the family members who engaged in the criminal activity will not reside in the unit. The Authority may require family members who have engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being permitted to reside in the unit.
- G. When the Authority evicts individuals or a family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, the Authority shall notify the local Post Office servicing that dwelling unit that such individual or family is no longer residing in the dwelling unit. This notification action will be taken so that the Post Office will terminate delivery of mail for evicted persons at the unit and that evicted persons will not return to the Authority to pick up their mail.
- H. The Authority shall at the Tenant's request provide the Tenant a reasonable opportunity to examine prior to an Authority grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, records and regulations which are in the possession of the Authority, and which are directly related to termination of tenancy or eviction. The Notice of Lease Termination shall inform the Tenant of the Tenant's right to examine such documents, records and regulations relevant to the Tenant's termination of tenancy or eviction. The Authority will permit the Tenant to copy any such relevant documents, records and regulations at the Tenant's expense. If the Authority does not make the relevant documents available for examination upon request by the Tenant, the Authority may not proceed with the eviction. The Authority may proceed with civil eviction for criminal activity by Tenant, family members or guests regardless of whether criminal prosecution has commenced or been completed and regardless of the stage of any criminal proceedings.
- I. This Lease may be terminated by the Tenant at any time by giving thirty (30) days advance written notice to the Authority. Tenant agrees to leave the dwelling unit clean and in good condition, reasonable wear and tear excepted, and to return the keys to the Authority when he or she has vacated. Any property of the Tenant left in or about the premises after the tenant vacates will be considered as abandoned and may be disposed of as the Authority sees fit. Tenants who give proper thirty (30) day written notice of intent to move out and who actually move out of their apartment unit prior to the 15<sup>th</sup> calendar day of the month shall pay only one-half of the monthly rent for said portion of the month instead of the full monthly rent.

19. **GRIEVANCE PROCEDURE.** All disputes concerning the obligation of the Tenant or the Authority under this Lease shall be processed and resolved in accordance with the Grievance Procedure of the Authority which is in effect at the time such grievance or appeal arises, and which is posted in the Authority Office and incorporated herein by reference.

20. **MODIFICATION.** Modifications of this Lease must be accompanied by a written Rider to the Lease executed by both the Authority and the Tenant, except rent redeterminations, eligibility for public housing, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, policies, rules and regulations which are incorporated in the Lease by reference. This Lease, including such schedules, rules and regulations which may be incorporated by attachment or reference thereto, may be modified from time to time by the Authority provided that the Authority shall give at least thirty (30) days written notice to Tenants setting forth the proposed change, the reasons therefore, and providing Tenants an opportunity to present written comments which shall be taken into consideration by the Authority prior to adoption of said proposed changes.

21. **WAIVER.** The failure of the Authority or the Tenant to exercise any right or remedy provided herein shall not affect the right to do so at a later date for similar or other causes.

22. **MISCELLANEOUS.**

- A. Captions or paragraph headings contained in this Lease are set forth for convenience or reference only and do not affect the substance of the paragraphs so captioned.
- B. This Lease may be executed in several counterparts, each of which shall be considered to be an original.
- C. The provisions of this Lease, together with any future supplements or amendments, constitute the entire agreement of the Authority and the Tenant with respect to the subject matter hereof and there exist no other prior or contemporaneous oral or written agreements with respect to subject matter. No other changes hereto shall be made except in writing, signed and dated by the Tenant and an authorized representative of the Authority.
- D. A handicapped person shall for all purposes under this Lease be provided reasonable accommodations to the extent necessary to provide a handicapped person with an opportunity to use and occupy the unit in a manner equal to that of a non-handicapped person. This paragraph shall constitute notice, as required by 24 CFR, Sec. 966.7(b) that the Tenant may at any time during the term or any renewal hereof request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

23. CONFLICT BETWEEN LEASE AND RULES AND REGULATIONS. In the event of any conflict between this Lease and the Rules and Regulations promulgated at any time by the Authority, the terms of this Lease shall prevail.

24. PETS. The Pet Policy of the Hightstown Housing Authority is intended to establish uniform policy standards regarding domestic pets for all Tenants of the Authority and to meet the needs of the Authority Management, non-pet owning Tenants and pet-owning Tenants. The Pet Policy will insure that the Tenants of the Authority are informed of and in compliance with the Borough of Hightstown domestic pet ordinance. The Pet Policy is included as an attachment to this Lease, and will carry the same weight as rules and regulations established in the Lease and the Tenant Handbook.

25. SMOKING. Hightstown Housing Authority is a smoke free property. Smoking of any kind is prohibited within the apartment units, on the balcony's, porches and within 30 feet of any residential structure.

Now further, the Tenant, by affixing a signature below, acknowledges reading and receiving this Lease and the following documents:

- A. Rules and Regulations
- B. Pet Policy
- C. Grievance Procedure
- D. Truth in Renting Statement N.J.S.A.46: 8-43
- E. Child-Protection Window Guard Verbal Notification
- F. Smoke Free Housing Policy
- G. Lead Based Paint Disclosure
- H. VAWA Certification

IN WITNESS WHEREOF, the parties have executed this Lease agreement this \_\_\_\_ day of \_\_\_\_\_, **20**, at Hightstown, New Jersey.

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For the Hightstown Housing Authority: \_\_\_\_\_  
**Mr. Allen Keith LePrevost**  
**Executive Director**