

BROOKLINE HOUSING AUTHORITY FEDERAL LEASE

THIS AGREEMENT is executed between the Brookline Housing Authority (herein called "BHA"), and _____ (herein called "Tenant"), and becomes effective as of this date: _____.

I. Description of the Parties and Premises

(a) **Unit:** That the BHA, 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 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 and subject to the terms and conditions contained in this lease.

(b) **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.

(c) Premises must be used as the only private residence of the Tenant and the family members named in this Lease. The BHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the BHA's policy on such activities.

(d) Any additions to the 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 BHA. Such approval will be granted only if the new family members pass BHA's screening criteria and a unit of the appropriate size is available.

Tenant agrees to wait for BHA's approval before allowing additional person/s 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 BHA may terminate the lease in accordance with Paragraph XVI.

(e) Tenant shall report deletions (for any reason) from the household members named on the lease to the BHA in writing, within 10 days of the occurrence.

(f) Tenant and each other household member must physically occupy the leased premises as his or her primary place of residence for at least nine (9) months during any twelve (12) month period. If a household member shall fail to occupy the leased premises for the minimum of nine (9) months during any twelve (12) month period, Tenant shall delete such person from the lease within thirty (30) days of the failure.

(g) In the event that Tenant ceases to occupy the leased premises, one or more remaining members of Tenant's household may be given permission for continued occupancy, provided that: (1) Tenant is not relocating to public or assisted housing elsewhere and is current in his or her financial obligations to BHA and is not subject to eviction proceedings; (2) the remaining members of the household are eligible and qualified for public housing and (excepting a newborn of a household member) have resided in the leased premises for at least one year, and; (3) at least one adult member (or emancipated minor member) of the household applies for and signs a new lease with BHA. In the event of divorce or separation between household members, one of whom is the Tenant, or entry of a protective order for one household member against another, a Massachusetts court with jurisdiction may determine who shall be eligible for continued occupancy, and if those persons do not include the Tenant named in this lease, the Tenant shall vacate. In the event that any such remaining members of Tenant's household are approved for continued occupancy, if the size of the leased premises is no longer appropriate for the household, such remaining members shall transfer to a smaller unit if and when offered by BHA.

II. Lease, Term and Amount of Rent

(a) **Term:** The term of this Lease shall be one calendar year, renewed as stipulated in this Lease.

(b) Unless otherwise modified or terminated in accordance with Paragraph XVI below, this Lease shall automatically be renewed for successive terms of one calendar year. The rent amount is stated in this Lease. Rent shall remain in effect unless adjusted by the BHA in accordance with Paragraph VII below. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the BHA in compliance with HUD regulations and requirements and in accordance with BHA's Admissions and Occupancy Policy.

(c) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the seventh calendar day of the month. Rent may include utilities as described in Paragraph III herein, and includes all maintenance services due to normal wear and tear. When BHA makes any change in the amount of Total Tenant Payment or Tenant Rent, BHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure.

(d) **Rent:** Initial rent (prorated for partial month) shall be \$ _____ and, if applicable, the Tenant shall receive the benefit of \$ _____ from BHA for Utility Reimbursement (for partial month) paid to the utility supplier 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 seventh day of said month. A utility reimbursement of \$ _____ per month (if applicable) shall be paid to the utility supplier by BHA for the Tenant.

_____ This is the flat rent for the Premises.

_____ This rent is based on the income and other information reported by the Tenant.

III. Other Charges

(a) **Utilities and Appliances:** BHA-Supplied Utilities. If indicated by an (X) below, BHA provides the indicated utility as part of the rent for the premises:

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

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

(b) **Utility Allowances:** Tenant-Paid Utilities. If indicated by an (X) below, BHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$ _____ for the following utilities paid directly by the Tenant to the Utility supplier:

() Electricity () Gas () Heat () Water () Sewerage () Trash removal () Tenant-supplied cooking range () Tenant-supplied refrigerator

(c) **Charges for Excess Appliances** (Not applicable to tenants who pay utilities directly to utility supplier.) Charges for excess appliances are due per the following:

Air Conditioners: An additional charge of \$ _____ will be payable for each air conditioner in the premises.

Other Appliances: An additional charge of \$ _____ per month for each month of occupancy for the following appliance(s): _____

(d) **Security Deposit.** Tenant agrees to pay \$ _____ as a security deposit.

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease.

(e) **Maintenance Costs.** 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 BHA 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 BHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to BHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

(f) Excess Utility Charges. At developments where utilities are provided by BHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.

(g) Installation Charges. Tenant may be charged for installation of tenant-supplied air conditioners.

(h) Late Charges. A charge of \$1.00 per day late for rent or other charges paid after the seventh calendar day of the month. BHA 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 BHA's written notice of the charge.

IV. Payment Location

Rent and other charges can be paid at the main administrative office located at 90 Longwood Avenue, Brookline, MA 02446. BHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

V. Security Deposit

(a) Tenant Responsibilities: Tenant agrees to pay an amount equal to the greater of \$ _____ or one month's Total Tenant Payment. The dollar amount of the security deposit is _____.

(b) BHA's Responsibilities: BHA will use the Security Deposit at the termination of this Lease:

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

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

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 BHA has inspected the dwelling unit.

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

VI. Utilities and Appliances

(a) BHA Supplied Utilities. If indicated by an (X) in Paragraph III of the Lease Agreement, BHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. BHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) in Paragraph III of the Lease Agreement, BHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of BHA. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office.

(b) Tenant-Paid Utilities. If Tenant resides in a development where BHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, BHA will pay a Utility Reimbursement each month. BHA may change the Allowance at any time during the term of the lease, and shall give Tenant

60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

(c) Tenant Responsibilities. Tenant agrees not to waste the utilities provided by BHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease.

(a) Use and Occupancy of Dwelling. Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of BHA, members of the household may engage in legal profit making activities in the dwelling unit. This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding twenty-one (21) days within a twelve (12) month period. Permission may be granted, upon written request to the BHA for an extension of this provision.

(b) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount is due each month until changed as described below.

(1) The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes reexamined every three years. At the annual recertification Tenant shall certify to compliance with the eight (8) hour per month community service requirement, if applicable.

(2) Tenant promises to supply BHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Failure to supply such information when requested is a serious violation of the terms of the lease and BHA may terminate the lease. All information must be verified. Tenant agrees to comply with BHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. BHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this Paragraph. This information will be used by BHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) Rent will not change during the period between regular re-examinations, UNLESS during such period:

(a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement. If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

(b) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged BHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(c) Rent formulas or procedures are changed by Federal law or regulation.

(4) All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

(5) This Lease will not be revised if: (a) the new household member does not meet the criteria for admissions pursuant to BHA policy; or (b) the addition of the new household member would cause overcrowding in violation of the State Sanitary Code, and the increase in family size is not the result of birth, changes in custody, adoption, marriage or marital reconciliation; or (c) The addition of the new household member would cause overcrowding in violation of

the State Sanitary Code, and the increase in family size is not the result of a return of tenant's children or parents who had previously been listed on the lease less than twelve months prior to the application to be added to the household.

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

- (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 in a timely manner, as specified above.
- (2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
- (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 per the fixed rent policy), BHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(d) Transfers

- (1) Tenant agrees that if BHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, BHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- (2) BHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
- (3) A tenant without disabilities who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
- (4) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by BHA. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, BHA may terminate the Lease.
- (5) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
- (6) BHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

VIII. BHA Obligations

BHA shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied with BHA;

(f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease;

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

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

The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination a notice of lease termination shall constitute adequate notice of proposed adverse action.

In the case of a proposed adverse action other than a proposed lease termination, BHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.

(i) To provide extermination services as necessary. Tenant may be charged for special extermination services required as a consequence of Tenant's failure to keep the leased premises in a clean and sanitary condition or failure to properly prepare the leased premises for scheduled extermination services.

IX. Tenant's Obligations

Tenant shall be obligated:

(a) Not to assign the Lease, nor sublease the dwelling unit.

(b) (1) Not to give accommodation to boarders or lodgers;

(2) Not to give accommodation to long-term guests (in excess of twenty-one (21) days within a twelve (12) month period) without the advance written consent of BHA.

(c) To use the premises solely as a private dwelling and a primary residence for the Tenant and Tenant's household as identified in the lease, and not to use or permit its use for any other purpose, except the tenant may engage in legal profit making activity with permission of the BHA, where the BHA has determined that such activities are incidental to the primary use of the leased unit for residence by members of the household.

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to BHA's Occupancy standards, and so long as BHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.

(d) To abide by necessary and reasonable regulations promulgated by BHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.

(e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.

(f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter.

(g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by BHA. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.

(h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.

(i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.

(j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.

(k) To act, and cause household members or guests to act in a manner that will:

(1) Not disturb other residents' peaceful enjoyment of their accommodations; and

(2) Be conducive to maintaining all BHA projects in a decent, safe, and sanitary condition.

(l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

(1) Any criminal activity, including but not limited to sex offenses, on or off of the premises of the BHA that threatens the health, safety, or right to peaceful enjoyment of BHA's public housing premises by other residents or employees of BHA, or;

(2) Any drug-related criminal activity on or off of the premises of the housing authority. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance pursuant to federal or state law, or

(3) To refrain from alcohol abuse that the BHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents of the BHA.

(m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of BHA. To make no changes to locks or install new locks without BHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by BHA.

(n) To give prompt prior notice to BHA, in accordance with Paragraph XV hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.

(o) To act in a cooperative manner with neighbors and BHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and BHA staff.

(p) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the Commonwealth of Massachusetts anywhere on the property of BHA.

(q) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.

(r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

(s) To refrain from erecting or hanging any antenna, satellite dish or any other device or item of any kind on or from any part of the dwelling unit without the written approval of BHA.

(t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of BHA.

(u) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit on temporary or permanent basis except with the written permission of the BHA in accordance with BHA rules and policies, unless a reasonable accommodation is granted for a verified disability that warrants the possession of a service animal or companion animal.

(v) To refrain from, and to cause members of Tenant's household and Tenant guests to refrain from smoking in accordance with BHA policy.

(w) To park vehicles on BHA property in accordance with the BHA parking policy and only with a valid BHA parking permit. To remove from BHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by BHA. Any inoperable or unlicensed vehicle as described above will be removed from BHA property at Tenant's expense. Automobile repairs are not permitted on project site.

(x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

(y) Not to commit any fraud in connection with any Federal or State housing assistance program.

(z) Not to receive assistance for occupancy of any other unit assisted under any Federal or State housing assistance program during the term of the lease.

(aa) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company and to avoid disconnection of utility service for such utilities.

(bb) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the BHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

X. Personal Property

a. Insurance of Personal Property By Tenant. Tenant shall be responsible for insuring personal property belonging to Tenant, other household members and guests against theft or other casualty.

b. Removal of Personal Property. Upon termination of this lease and the departure of Tenant, Tenant shall immediately remove all personal property belonging to Tenant and to other household members or guests from the leased premises and from BHA property.

c. Personal Property Left on Termination of Lease. Any personal property belonging to Tenant, other household members or guests, which is not removed from the leased premises and from BHA's property following the termination of the lease and departure of Tenant, shall be treated as abandoned and may be disposed of by BHA. Tenant shall be responsible for and shall reimburse BHA for costs for moving, storage and disposal of personal property following the termination of this lease.

XI. Violence Against Women Act Provisions

(a) An incident of actual or threatened domestic violence, dating violence, or stalking shall not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if and only if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

(b) Notwithstanding Paragraph 1 above, or any Federal, State, or local law to the contrary, the Authority may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease in order to evict, remove, or terminate occupancy rights of any individual who is a tenant or lawful occupant and who engaged

in criminal acts of physical violence against family members or others without evicting, removing, or terminating occupancy rights or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.

(c) Nothing in this Paragraph shall:

- (1) Limit the Authority from honoring court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up;
- (2) Limit the Authority from evicting a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the Authority does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict;
- (3) Limit the Authority to terminate the tenancy of any tenant if the Authority can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted;
- (4) Supersede any provision of any Federal, State, or local law that provides greater protection than this Paragraph for victims of domestic violence, dating violence, or stalking.

(d) All information the Authority may request to confirm domestic violence, dating violence or stalking victim status, pursuant to Federal law, shall be retained in confidence by the Authority, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:

- (1) Requested or consented to by the individual in writing;
- (2) Required for use in an eviction proceeding; or
- (3) Otherwise required by applicable law.

(e) For the purposes of this Paragraph and this lease, the following definitions apply:

- (1) "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 cohabitation with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under domestic or family violence laws, 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;
- (2) "dating violence" is defined as 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 length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship;
- (3) "stalking" is defined as following, pursuing, or repeatedly committing acts with the intent to kill, injure, harass, or intimidate another person; or placing under surveillance with the intent to kill, injure, harass, or intimidate another person; and, in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, placing a person in reasonable fear of the death of, or serious bodily injury to, or causing substantial emotional harm to that person; a member of the immediate family of that person; or the spouse or intimate partner of that person;
- (4) "immediate family member", with respect to a person, is identified as a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood or marriage.

XII. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:

(a) BHA Responsibilities:

- (1) BHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (2) BHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. BHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition.
- (3) Tenant shall accept any replacement unit offered by BHA.
- (4) In the event BHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.
- (5) If BHA determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

(b) Tenant Responsibilities:

- (1) 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.
- (2) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by BHA, during the time in which the defect remains uncorrected.

XIII. Move-in and Move-out Inspections

(a) Move-in Inspection. BHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. BHA 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 BHA and Tenant and a copy of the statement retained in Tenant's folder. BHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.

(b) Move-out Inspection. BHA will inspect the unit at the time 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 BHA.

XIV. Entry of Premises During Tenancy

(a) Tenant Responsibilities.

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of BHA will be permitted to enter Tenant's dwelling during reasonable hours (8:00 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]
- (2) When Tenant calls to request maintenance on the unit, BHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when BHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) BHA's Responsibilities.

- (1) BHA shall give Tenant at least 48 hours written notice that BHA intends to enter the unit. BHA may enter only at reasonable times.
- (2) BHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

(3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, BHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XV. Notice Procedures

(a) **Tenant Responsibility.** Any notice to BHA must be in writing, delivered to the Project Office or to BHA's central office, or sent by prepaid first-class mail, properly addressed.

(b) **BHA 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 first-class mail addressed to Tenant.

(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 unless management has actual knowledge that the tenant has the regular assistance of a sighted person who is available to read the notice to the tenant in a timely manner.

XVI. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by BHA 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 Paragraph IX above, or for other good cause. 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;

(2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth day of each month. Four such late payments within a 12 month period shall constitute a repeated late payment;

(3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;

(4) Misrepresentation of family income, assets, or composition;

(5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations;

(6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;

(7) Illegal or other activity which impairs the physical or social environment of the development, including but not limited to criminal activity that threatens the health, safety or right to peaceful enjoyment of any of the BHA's public housing premises by BHA tenants or employees or agents of the BHA or any drug-related criminal activity on or near the premises, or any property of the BHA including, (a) unlawfully possessing or carrying a weapon on or near BHA property, in violation of M.G.L. c. 269 s10, (b) unlawfully possessing or using an explosive or incendiary device or other explosive devices, as defined in M.G.L. c. 266 s 101, 102, 102A, and 102B, on or near BHA property, (c) use of the premises for illegal or immoral purposes by a Tenant, member of Tenant's household or invited guest of a Tenant, including without limitation the use of the premises for purposes of prostitution, assignation, lewdness, illegal gaming, or the illegal keeping, sale or manufacture of alcoholic beverages, or the illegal keeping, sale or manufacture of Class A, B, C, D, or E controlled substance, as defined in M.G.L. c. 94Cs.31 by the tenant, any member of the tenant's household, any guest of the tenant, or any person on the premises with the consent of the tenant.

(8) Any fire on BHA premises caused by carelessness or unattended cooking.

(9) Creation or maintenance of a serious threat to the health or safety of other tenants or BHA employees or agents.

(10) Drug-related criminal activity by the head of household, any member of the household, or any guest of the household, taking place on or off the premises of the housing authority.

(11) Alcohol abuse by the head of household, any member of the household, or any guest of the household which the housing authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

(12) Illegal use of a controlled substance by the head of household, any member of the household, or any guest of the household that the BHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

(13) While the tenant's lease shall be renewed automatically for all purposes, violation of the community service and/or self-sufficiency requirements shall be cause for the BHA not to renew the tenant's lease at the end of the twelve month lease term.

(14) Income that exceeds the maximum allowable under the posted Admissions and Continued Occupancy Policy.

(15) Failure to move to an appropriate sized dwelling unit upon fifteen (15) days notice of availability from the BHA in accordance with Paragraph VII (d)(4).

(16) Failure to execute a lease or a lease addendum.

(17) Serious or repeated violation of the other material terms, conditions or covenants of this lease including but not limited to Paragraph IX above.

(18) Other good cause.

(b) BHA shall give written notice of the proposed termination of the Lease of:

1. Fourteen (14) days in the case of failure to pay rent;
2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation when the health or safety of other tenants or BHA staff is threatened;
3. Thirty (30) days in any other case.

(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 BHA documents directly relevant to the termination or eviction.
2. When BHA 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 BHA's grievance procedures.
3. 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 Paragraph. 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.
4. When BHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under BHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
5. When BHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and BHA has decided to exclude such grievance for BHA 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 BHA 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.

BHA may evict Tenant from the unit only by bringing a court action.

(d) Tenant may terminate this Lease at any time by giving thirty days written notice as described in Paragraph XV above.

(e) In deciding to evict for criminal activity, BHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, BHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. BHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

XVII. Grievance Procedures and Requirements

All disputes concerning the obligations of the tenant or management shall be resolved in accordance with the federal grievance procedure in effect at the time the dispute arises.

XVIII. Waiver

No delay or failure by BHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XIX. Reasonable Accommodation

For all aspects of the lease and grievance procedures, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a nondisabled person.

XX. Modification of the Lease

Except for rent and household composition changes, modification of the lease must be accomplished by a written rider to the lease executed by both parties. Policies, rules, charges and allowances incorporated in this lease by reference may be modified in accordance with HUD regulations.

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.

The Lead Disclosure Addendum should be filled out with property-specific information, except for the applicant's initials and signature, which are obtained at lease signing.)

Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of this lease and all additional documents made a part of the lease by reference.

TENANT _____ DATE _____

BROOKLINE HOUSING AUTHORITY _____ DATE _____

TENANT'S CERTIFICATION

I, _____ hereby certify that I and other members of my household have not committed any fraud in connection with any federal housing assistance program unless such fraud was fully disclosed to BHA before execution of the lease or before BHA approval for occupancy of the unit by the household member.

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

Tenant's Signature

Date

THIS IS NOT AN OFFICIAL DOCUMENT