CAMBRIDGE HOUSING AUTHORITY
LEASE 2014

REFERENCE ONLY

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INTRODUCTION

This lease is entered into between the Cambridge Housing Authority and Tenant. The development will have a new Owner after conversion under the Rental Assistance Demonstration (RAD) program of HUD. The new owner will be the successor in interest of the Cambridge Housing Authority and will assume the obligations of the Landlord under the lease. Cambridge Housing Authority is under a long-term contract with the new Owner and will continue to manage the development as the agent of the new Owner. The tenancy of the Tenant is not terminated or interrupted by virtue of the conversion of the property from public housing to RAD.

SECTION 1: DESCRIPTION OF THE PARTIES AND THE LEASED PREMISES

The Cambridge Housing Authority (referred to herein as CHA) leases to "Tenant" and household as composed below:

NAME OF HEAD OF HOUSEHOLD* (HEREINAFTER REFERRED TO AS TENANT)

*The individual designated as head of household shall be responsible for decision-making that affects the household, including receipt of notices, requests for maintenance, and decisions in the event of relocation, or other action as required by the lease. Two adults may sign the lease as "co-heads" of the household, in which case, either adult is responsible as a Head of Household and is authorized to make decisions on behalf of the household.

The following persons, together with Tenant, are the members of Tenant's household (household members) authorized to occupy the leased premises with Tenant:

NAME	RELATIONSHIP TO HEAD OF HOUSEHOLD

CHA leases the premises at:

ADDRESS	# OF BEDROOMS

DATE OF START OF LEASE	ANNIVERSARY DATE

The lease shall continue unless terminated in accordance with Section 12 (Termination or Voiding of Lease). The "anniversary date" is the first day of the month in which the Tenant first enters into a lease with CHA.

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SECTION 2: RENT

A. Amount and Payment of Rent

Tenant shall pay the monthly rent of $_____ in advance, on, or before the1st day of each month beginning _____. Rent may include utilities as described in Section 3 (Utilities). Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro rata basis. The monthly rent will remain in effect until a new monthly rent is determined and put into effect by CHA in accordance with Section 4 (Rent Redeterminations/Recertifications) of this lease.

The acceptance of rental payments by CHA shall not constitute a waiver of payment for any other amounts due or of any other past, present, or future obligation under this lease. Following termination of this lease, if Tenant fails to vacate forthwith, Tenant shall pay monthly in advance the fair value of use and occupancy but no less than an amount equivalent to the rent in effect at the time of termination. Payments for such use and occupancy shall be made in advance and shall continue until Tenant and household members vacate or are otherwise dispossessed.

B. Security Deposit

CHA has received a Security Deposit in the amount of _____ from the Tenant. This amount will be refunded to the Tenant within 30 days of the termination of tenancy, provided that no rent is owed and that the unit is left in good condition (excepting normal wear and tear). Interest on the Security Deposit will be paid by CHA to Tenant every year on the anniversary date of initial tenancy. All Security Deposits shall be deposited at Bank of America. Tenant is to provide CHA with a forwarding address to facilitate the return of Security Deposit.

C. Nonpayment of Rent - Delinquency and Notice to Quit.

In the event that Tenant shall fail to pay all or any part of the rent within 7 days of its due date, CHA may declare the unpaid rent delinquent and issue a Notice to Quit. Prior to issuing said Notice, CHA shall provide the Tenant with an opportunity to discuss the reason for the late payment by sending the Tenant a Notice of Possible Lease Violation.

SECTION 3: UTILITIES

UTILITY	CHA PAYS	TENANT PAYS	SPECIAL NOTES
HEAT & HOT WATER	[ ]	[ ]	
WATER & SEWER	[ ]	[ ]	
ELECTRICITY	[ ]	[ ]	
ELECTRICITY (STOVE)	[ ]	[ ]	
GAS (STOVE)	[ ]	[ ]	
AIR CONDITIONING	[ ]	[ ]	
OTHER _____	[ ]	[ ]	

SECTION 4: RENT REDETERMINATIONS/RECERTIFICATIONS

A. Regular Recertification

1. CHA shall re-determine the Tenant's rent, dwelling size and eligibility at least every 2 years, starting from the anniversary date, unless the lease or CHA Rent Policy provides for a different date for circumstances such as but not limited to recalculation of minimum rent.

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2. The rent determination shall be made in accordance with CHA's Admission and Continued Occupancy Plan (ACOP) or Administrative Plan as applicable, as it is amended from time to time by the Board of Commissioners.
3. CHA shall mail, at least 60 days but no more than120 days prior to the beginning of the month that contains the anniversary, an information packet, reminding Tenant of the need to complete the annual redetermination process. Said packet shall contain wage and welfare verification forms to assist Tenant in gathering the information needed to complete the recertification.
4. It is anticipated that within 30 days of receiving this packet Tenant will have gathered the necessary information and meet with their manager so that the rent can be re-determined. It is anticipated Tenant will thus have 30 days notice of the new rent prior to its effective date. However, absent gross negligence by CHA or failure to mail the packet 60 days in advance, the new rent will become effective on the first rent payment day of the anniversary month, regardless of whether the recertification is completed before or after that date.
5. Tenant agrees to furnish CHA all information, verification of information, and certifications concerning present and anticipated household income and composition necessary to complete the recertification. Household income to be reported includes all types of income and benefits of each member of the household, including minors.
6. CHA 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 section. This information will be used by CHA 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 CHA's Admissions and Continued Occupancy Plan (ACOP), or Administrative Plan, as applicable. The Admissions and Continued Occupancy Plan (ACOP) and Administrative Plan will be available in the manager's office of each development and posted on CHA website. A copy of the policies can be furnished on request without charge.
7. Tenant agrees to pay to CHA any rent which should have been paid and would have been billed but for (a) Tenant's misrepresentation or concealment of any information which should have been furnished to CHA in Tenant's application for housing or in any subsequent redetermination; (b) Tenant's failure to supply recertification information requested by CHA; (c) Tenant's failure to report an addition to the household; or (d) Tenant's failure to report any increase at any time required under the Admissions and Continued Occupancy Plan (ACOP), or Administrative Plan as applicable. Tenant agrees to abide by CHA's rules for rapid and accurate rent redetermination.
8. Tax Credit Recertification. Tenant who lives in units that are part of or become part of the Low Income Housing Tax Credit Program (LIHTC) ("Tax Credit Unit") are required to recertify their income and other eligibility factors, on an annual basis. Rent will be re-determined only every two years, in accordance with Paragraph (A)(1) above.
    a. Tenant who occupies or will occupy a Tax Credit Unit who has recertified their income more than 60 days prior to the initial date that the unit becomes a Tax Credit Unit is required to recertify within the 60-day period.
    b. Tenant who occupies or will occupy a Tax Credit Unit is required to sign a Lease Addendum for LIHTC Properties.
    c. Failure to recertify for tax credit eligibility or sign a Lease Addendum for LIHTC Properties in a timely manner is grounds for termination of tenancy in accordance with Section 12 (Termination or Voiding of the Lease) of the Lease.

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B. Interim Recertification

Rent will not change during the period between biennial recertification except in the following circumstances:

1. Tenant-initiated Interim Recertification: Upon request, the Tenant may have their rent re-determined twice between scheduled biennial recertification. Seniors at least age 58 and/or disabled households have no limit on interim redeterminations.

    a. If the Household has opted for an interim rent reduction, it must report the first increase to income and/ or decreased childcare or medical expenses – whatever previously caused the rent reduction – to CHA within 14 days of its occurrence. Failure to report such an increase within 14 days results in retroactive rent changes and possible lease termination.

    b. CHA will process an interim decrease in rent only if the household's loss of income or increased childcare or medical costs is expected to last longer than 60 days except in cases of serious medical conditions expected to last longer than 30 days, and the loss of income must result in the household moving at least one band on the Rent Schedule.

2. CHA-initiated Interim Recertification: CHA may process an increase in rent between biennial recertification if:

    a. There is a change in the circumstances that initially required an interim reduced rent; or

    b. The Household is paying the minimum rent and receives new income, or the household has been paying minimum rent for 12 months and is required under Admissions and Continued Occupancy Plan (ACOP), or Administrative Plan, as applicable, to pay at the second or third income band on the rent schedule depending on development; or

    c. The Household misrepresented or failed to report facts that CHA used or would have used to determine the household's rent, with the result that the household was paying less rent than it would have otherwise paid.

3. Rents may be changed between biennial recertification if rent formulas or procedures are changed by the Board of Commissioners or by applicable Federal law or regulation.

4. Rents may change if there are changes in family composition that add or decrease income to the family. Tenants must receive permission to add or delete any members to the household. This is not deemed to be an Interim Recertification.

C. Notice and Effective Dates of Interim Rent Adjustments

1. When a tenant reports an income decrease and/or an increase in unreimbursed medical or childcare costs (as verified by CHA), the rent decrease will go into effect the first day of the month following verification of the change of income or unreimbursed medical or childcare expense.

2. Tenant showing good cause for delay in reporting a change will have their rent decreases go into effect the first month following the effective date of the verified change of income or unreimbursed medical or childcare expenses.

3. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first day of the month after the 30-day notice period.

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4. Rent increases due to misrepresentation or failure to provide necessary documentation take effect the first of the month following the event that was misrepresented and income not reported.

5. Each notice of a re-determined rent shall be in writing and contain the following information:

    a. The rental amount and the date when it will be effective;

    b. The reason for the rent adjustment;

    c. CHA's Hardship Policy;

    d. The Rent Calculation Worksheet and household members and income (and, upon request, the verifications used for the rent calculation);

    e. Tenant's right to, and the method of obtaining a hearing under the grievance procedure.

D. Consequences of Nondisclosure or Misrepresentation of Income

1. If the household has received an interim rent reduction, it must report the first increase in income and/or decreased childcare or medical expenses – whatever previously caused the rent reduction- to CHA within 14 days of its occurrence. Failure to report such an increase within 14 days results in retroactive rent changes and possible lease termination.

2. If Tenant misrepresents, fails to disclose, or fails to disclose in a timely manner pertinent information affecting the Tenant's net household income, Tenant shall pay to CHA any rent which should have been paid but for Tenant's misrepresentation or nondisclosure.

3. In addition to the amount owed due to non-disclosure or misrepresentation, Tenant must agree to pay CHA the higher of either a $250 administrative fee or an additional 10% of the arrears that are due to the nondisclosure or misrepresentation of income.

SECTION 5: OCCUPANCY AND USE OF LEASED PREMISES

A. Tenant and Household Members

1. Tenant shall not use or permit use of the leased premises for any purpose other than as a private dwelling solely for Tenant and the other members of Tenant's household, who are listed in Section 1 (Description of the Parties and the Leased Premises) of this lease or who are listed on the most recent written lease addendum. Tenant shall not assign this lease and shall not sublet or transfer possession of the leased premises. Tenant shall not take in boarders or lodgers.

2. Tenant and each other household member must physically occupy the leased premises as his or her principal place of residence for at least 9 months during any 12-month period unless good cause is shown for a longer absence. Good cause includes, but is not limited to, short term hospitalization or rehabilitation, absence of a household member who is a full-time student or in military service, but does not include household members who are incarcerated. If Tenant or a household member without such cause shall fail to occupy the leased premises for the minimum of 9 months during any 12-month period, Tenant shall request that the manager remove such person from the lease within 30 days of the failure to occupy.

B. Guests

1. Tenant shall be responsible for the conduct of any guest while on CHA property in accordance with the lease. No guest may stay overnight for more than a total of 30 nights in any 12-month period. Tenant must notify management of any guest who stays more than 14

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consecutive nights. Any stay beyond 30 nights in a 12-month period requires CHA's written approval. Tenant shall not accept any compensation from an overnight guest for his or her stay in the leased premises, and acceptance of such compensation shall be cause for termination of the Tenant's lease.

2. If a guest behaves in a manner which violates any of the obligations set out in Section 11 (Tenant's Obligations), among its remedies, without waiving its rights in Section 10 (Termination or Voiding of Lease) to terminate the lease, CHA may require that Tenant take steps to insure that the individual involved shall not be a guest of Tenant or of any household member again in the future. In addition, if a guest damages or destroys CHA property, among its remedies CHA may require that Tenant shall pay the cost of repair or replacement. CHA may bar resident's guests from the property in accordance with the provisions of M.G.L. c. 121B§32C.
3. After 14 consecutive nights, or upon request by the manager, Tenant shall notify CHA of the length of stay of an overnight guest. The tenant notice to CHA of an overnight guest (of more than 14 consecutive nights) shall be confidential. Provided that the guest has not been barred from the premises and has not committed lease violations during his or her stay, the notice shall only be used by CHA for enforcement of the foregoing provision as to the permissible stay of a guest in the leased premises.
4. In the instance of shared custody of children for less than 50% of time, and therefore not eligible to be added to the lease, CHA shall automatically provide an exception to the 30 day limitation on guests, with written approval of CHA, and subject to reasonable limitations based on occupancy standards.

C. Live-in Aide

1. In the event Tenant or a household member has a disability and as a consequence of that disability requires the services of a full-time, Live-in Aide, any such Live-in Aide shall be screened in the same manner as any other household member.
2. In addition to this screening, the proposed Live-In Aide must document the following:
   a. The live-in aide is qualified to provide the needed care.
   b. The live-in aide was not part of the household prior to receiving program assistance.
   c. There is no other reason for the aide to reside in the unit (e.g. the individual can demonstrate they have a previous residence they left in good standing).
   d. The aide and Tenant will maintain separate finances.
3. If the proposed Live-in Aide is found to be qualified, he or she may be assigned a bedroom, but will not be added to the lease. The Live-in Aide shall have no right to remain in the unit after the person cared for leaves or no longer requires the services of a Live-in Aide. If a Live-in Aide violates the standards of conduct required under Tenant's lease, Tenant must remove the Live-in Aide from the premises. Failure to remove the Live-in Aide under such circumstances shall be deemed a lease violation.

D. Remaining Members of a Household

1. If at any time, the head of household vacates the apartment for any reasons including, but not limited to divorce, separation or death, but not including vacating upon termination of a tenancy by CHA, the remaining household members will be notified by CHA that a remaining member of the household may apply to become the new Head of Household provided that:
   a. Tenant is not transferring to public or assisted housing elsewhere at CHA and is not subject to eviction proceedings;
   b. the remaining members of the household are eligible and qualified for applicable assisted housing and (excepting a newborn of a household member) have resided in the leased

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premises for at least 2 years or since the admission of the household, if less than 2 years, and;

c. at least one adult member (or emancipated minor member) of the household or an approved guardian if the remaining members of the household are under age, applies for and signs a new lease with CHA, and agrees to pay any arrears owed to CHA by the prior head of household.

2. 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 CHA.

3. In the event of divorce or separation between household members, one of whom is 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 Tenant named in this lease, Tenant shall vacate the leased premises, if he or she has not already done so, and the remaining family members shall qualify for continued occupancy in accordance with this Section.

E. Other Legal Use of the Leased Premises

1. With CHA prior written approval, Tenant and household members may engage in legal profit-making activities that are incidental to the primary use of the unit as a private dwelling if proof of suitable general liability insurance coverage is provided insofar as CHA shall deem it necessary, and if the activities will: (a) not be likely to cause any disturbance or inconvenience to neighbors; (b) comply with any applicable zoning and any applicable federal, state or local licensing requirements; (c) not significantly increase utility or water consumption (unless Tenant separately pays for utilities); (d) not result in any other additional expense to CHA, and (e) if Tenant signs an agreement that holds CHA harmless from all risks associated with the profit making activity. At any time CHA may withdraw permission if any of these conditions are violated.

2. In family developments only, Tenant may use the premises to provide daycare services if, in addition to the requirements listed in the previous paragraph, written permission is obtained from CHA. Said permission is to be granted only if: (a) the tenancy is in good standing as defined in the Admissions and Continued Occupancy Plan (ACOP) or Administrative Plan; and (b)Tenant obtains and keeps current a license for such purpose from the Office for Children or its successor agency or Department.

F. Appropriate Unit Size: Maximum Persons

1. Generally 2 people are expected to share a bedroom.
2. Children of the same sex, 18 years of age and below, whose birth dates are more than 10 years apart, will not be required to share a bedroom.
3. Children of opposite sexes will not be required to share a bedroom.
4. Adults (18 and over) who are spouses are required to share a bedroom.
5. Adults (18 and over) who are co-heads are not required to share a bedroom, but may do so at their request.
6. Adults (18 and over) who are neither spouses nor co-heads are not required to share a bedroom although they may do so at their request.
7. A single head of household parent will not be required to share a bedroom with his/her child, although they may do so at their request.
8. An unborn child will not be counted as a household member in determining apartment size.
9. Apartment size will be determined by the household members present (including custody arrangements) at the time of application with exception made for household members

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temporarily away for school or military service or children in temporary custody of an agency, provided that there is expected reunification within 12 month period.

10. In cases of joint legal or physical custody, the household will be awarded a bedroom only if, over the past 12 months, the child has spent more than 50% of their time living with the household, or other reasonable evidence of a change in custody.
11. A live-in aide may be assigned a bedroom but will not be added to the lease. Single elderly or disabled households with live-in aides will be assigned a 1 or 2 bedroom apartment.
12. CHA does not permit a live-in aide's household members to reside in the apartment.
13. Foster children or foster adults who are listed on the application or lease will be housed in accordance with the guidelines above.
14. One-bedroom apartments in designated elderly/disabled properties will be to: leased (a) couples or single persons with live-in aides, (b) single person households.
15. Occupancy standards are subject to the State Sanitary Code.
16. Living rooms may be used as a bedroom at a household's discretion, subject to the State Sanitary Code.

SECTION 6: DELETION OF A HOUSEHOLD MEMBER DUE TO CONDUCT

1. Tenant may delete a household member named in Section 1 (Description of the Parties and the Leased Premises) of this lease or in a lease addendum by a written lease addendum signed by Tenant and CHA. The Head of Household must provide documentation of the new address of the deleted household member or other documentation as contained in the Admissions and Continued Occupancy Plan (ACOP) or Administrative Plan, as applicable.
2. In the event that the conduct of a household member is such as to constitute cause for termination of the lease under Section 12 (Termination or Voiding of Lease), but CHA in its sole discretion determines that eviction of Tenant is not required so long as the misbehaving household member ceases occupancy in the leased premises, CHA may request that Tenant delete the household member as a person authorized to live in the leased premises. A request by CHA for deletion shall specify the reason why deletion is requested.
3. Notwithstanding a request to delete a household member, CHA may issue a Notice of Possible Lease Violation on account of the same conduct of the household member about which a request for deletion is made, and such request will not constitute a waiver of the right to proceed with the eviction. In the event a household member has been deleted at the request of CHA, Tenant shall not permit such person to be a guest thereafter unless agreed to in writing and at CHA's sole discretion.

SECTION 7: ADDITIONS AND OTHER DELETIONS OF A HOUSEHOLD MEMBER TO LEASE

A. Approval of an Additional Member Required Prior to Occupancy

1. Only persons listed on the most recent certification form and lease, or added in accordance with CHA's Admissions and Continued Occupancy Plan (ACOP) or Administrative Plan, as applicable, shall be permitted to occupy an apartment.
2. Households cannot add a new household member if they have been notified that they are at or near the top of the transfer list for a smaller apartment, unless the addition of the new household member would not result in a change in bedroom size. Exceptions are permitted to meet Reasonable Accommodation requests. No household members may be added to the household for one year after initial admission except by birth or adoption, or as otherwise provided by the Admissions and Continued Occupancy Plan (ACOP) or Administrative Plan,

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as applicable. No household member who has been removed from the lease may be added to the household for a one-year period from the date of removal from the lease.

3. Households that permit unauthorized individuals to occupy their apartments are subject to lease termination and eviction.

B. Interim Changes in Household Composition

1. All changes in household composition must be reported within 30 days of the change. These changes include, but are not limited to:

   a. Someone listed on the lease is permanently vacating the apartment; or

   b. Birth, adoption or court-awarded custody of a child to someone listed on the lease.

2. Additions of the following household member types or live-in aides must be requested in writing and require written permission from the property manager before the potential household member or live-in aide can move into the apartment: Adult household member (including a new spouse); foster child or children; foster adult; Live-in Aide.
3. All adults wishing to be added to a household and Live-in Aides must be screened and cannot overcrowd the apartment in violation of CHA's Admissions and Continued Occupancy Plan (ACOP) or Administrative Plan, as applicable, or the State Sanitary Code.
4. If deletion of a household member results in minimum rent, CHA will verify all household members' income, not just the loss of income due to the removal or departure of a household member.

SECTION 8: TRANSFERS

A. Transfer Policy

CHA will consider any request for transfers in accordance with the transfer priorities and policies established in its Admissions and Continued Occupancy Plan (ACOP) or Administrative Plan. Households must be in "good standing" as defined in the Admissions and Continued Occupancy Plan (ACOP) or Administrative Plan, (as applicable) to be eligible for a transfer. Exceptions to this policy may be made solely by the Executive Director or designee in the following circumstances:

a. In "emergency" circumstances; or

b. For other "mandatory" transfers where CHA has determined that it is in the agency's interest to proceed with the transfer.

B. Transfers Due to Decreases in Household Size

1. In the event that the size of Tenant's household decreases by one or more members and as a consequence the leased premises are no longer of appropriate unit size, upon availability of a smaller unit of appropriate unit size, CHA shall offer to lease such unit to Tenant who shall have 30 days within which to sign a new lease and to move to the unit of appropriate unit size.
2. Following expiration of 30 days, Tenant shall vacate the leased premises.
3. Additions to household composition after notification of transfer are governed by Section 7 (Additions to and Other Deletions of a Household Member to Lease) of this lease.

C. Transfer Due to Increases in Household Size

In the event that one or more household members are added to this lease as provided in Section 7 (Additions to and Other Deletions of a Household Member to Lease) and as a consequence the

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appropriate unit size for the household increases, CHA shall approve an application to transfer the household to a larger unit of appropriate unit size upon availability provided that:

1. the tenant is in good standing; and
2. there are and have been no serious violations of the lease within the preceding 24 months, and
3. Tenant is not subject to eviction proceedings.

D. Transfers for Modernization Work

1. In the event modernization work is to be undertaken involving the leased premises, CHA shall give written notice about the work and offer to transfer Tenant's household to another unit of appropriate unit size upon availability. Upon notice of availability of such a unit, Tenant shall have 30 days within which to sign a lease and to move to the other unit. Unless otherwise required by law or a relocation plan, upon notification that the modernized unit is ready for occupancy, the tenant shall return to the modernized unit or to such other unit as may be designated in an approved relocation plan.

E. Transfers From a Unit with Special Features

1. A household that is housed in a unit with features for an individual with disabilities that are not required by any household member must transfer to a unit without such features should a Tenant with disabilities need the unit.

SECTION 9: HAZARDOUS CONDITIONS

A. Report and Repair of Hazardous Conditions

1. If, as a consequence of damage to the leased premises or the building of which it is part, conditions are created which are imminently hazardous to the life, health, or safety of the Tenant's household, Tenant shall immediately report the conditions to CHA. CHA shall make its best efforts to repair the damage within a reasonable time and shall prioritize such repairs in its repair schedule. If Tenant, other household member or guest caused the damage, the cost of repairs shall be charged to and paid by Tenant.

B. Temporary Alternative Accommodations During Prolonged Repairs

1. If such imminently hazardous conditions exist, CHA shall offer alternative temporary accommodations (with reasonable moving costs at CHA's expense) in an appropriately sized vacant unit, if available, in the event that repairs necessary to correct the hazardous conditions cannot be made within a reasonable time, provided that the damage was not caused by Tenant, other household member or guest. Tenant shall have the same obligations, including the same rental obligation, for these temporary accommodations as for the leased premises but shall move back to the leased premises forthwith upon notice that necessary repairs have been made.

C. Abatement of Rent During Prolonged Repairs

1. If such imminently hazardous conditions exist, CHA shall abate Tenant's rent for the leased premises by a percentage commensurate with the percentage loss in its value as a dwelling provided that:
   a. repairs necessary to correct the hazardous conditions cannot be made within a reasonable time;
   b. Tenant has not been notified that alternative temporary accommodations are available; and,
   c. the damage was not caused by Tenant, other household member or guest.

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SECTION 10: CHA OBLIGATIONS

CHA has the following obligations:

A. Quiet Enjoyment: To permit the Tenant to quietly and peaceably enjoy the apartment and to respect the Tenant's right to privacy.

B. Condition of Leased Premises: To deliver at initial occupancy and maintain the leased premises in decent, safe and sanitary condition in compliance with the requirements of applicable housing codes, building codes, and regulations of HUD.

C. Heat: To provide and maintain in good condition a heating system and to supply legally requisite heat during the period from September 15 through June 15 of each year.

D. Hot Water: To provide and maintain in good condition a hot water heater and to supply legally requisite hot water in sufficient quantity and pressure for ordinary use.

E. Extermination: 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.

F. Maintenance of Structural Elements: To maintain the structural elements of the building containing the leased premises.

G. Maintenance of Common Areas: To maintain the common areas of the building except as provided in Section 11(Tenant Obligations) of the lease.

H. Appliances: To provide a stove and a refrigerator and additional appliances if any, in safe condition and working order at initial occupancy. CHA has no obligation to repair or replace any tenant-owned appliances. See Section 11(P) (Tenant's Obligations – Major Appliances and Heavy Items) below.

I. Locks:

1. To provide new door locks or re-keyed door lock cylinders at the beginning of the tenancy, and thereafter to re-key door lock cylinders within a reasonable time of Tenant's request and at Tenant's expense.
2. To re-key locks promptly upon request of a household member on account of documented domestic violence and to waive charges for the cost where circumstances warrant.

J. Notice of Tenant's Right to Grieve: To notify Tenant in writing of the specific grounds for any proposed adverse action against Tenant by CHA and to notify Tenant of Tenant's right to request a grievance hearing and the process to be used in circumstances where the Tenant has a right to such a hearing if requested.

K. Emergency Repairs: To use best efforts to make emergency repairs or otherwise abate conditions which are imminently hazardous to the life, health or safety of Tenant or other household members within a reasonable time after receiving notice and to take other measures specified in Section 9 (Hazardous Conditions).

L. Non-emergency Repairs: To use best efforts to complete all reasonably required non-emergency repairs of the leased premises within a reasonable time after receiving notice.

M. Confidentiality of Records: To preserve the confidentiality of records of Tenant and other household members in accordance with and to the extent provided by applicable law.

N. Respect of Tenant's Right to Join a Tenant Organization: To respect Tenant's right to organize and/or join a tenant association and/or a tenant organization, and not to interfere with the tenant's rights to freedom of speech and association.

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O. Copies of Rules: Notify Tenant of changes in pertinent rules, policies and regulations affecting the Tenant's tenancy and provide, after a request by Tenant, copies of any such rules, policies and regulations, provided that there may be a charge for such copies if the Tenant has previously been provided with the material.

P. Schedule of Special Charges: Schedules of special charges for services and repairs, which are incorporated in this lease by reference shall be publicly posted in a conspicuous manner in the development management office and shall be furnished to Tenant upon execution of this lease.

Q. Prompt Redetermination of Rent: To promptly re-determine rent at the time of biennial redetermination and at the time of any interim redetermination as provided in Section 4 (Rent Redetermination/Recertification) of this lease, and to promptly take appropriate steps to obtain verification of increases or decreases in income.

R. Prompt Processing of Applications for Transfer: To promptly process applications for transfer.

S. Prompt Processing of Applications to Add a Household Member: To promptly process applications which seek to add a household member and to determine the qualification of each such proposed household member.

T. Prompt processing of Reasonable Accommodation Requests: To promptly process requests for Reasonable Accommodation promptly in accordance with CHA's Reasonable Accommodation Policy.

SECTION 11: TENANT OBLIGATIONS

The Tenant has the following obligations, which are material conditions of Tenant's tenancy:

A. Payment of Rent: To pay rent as provided in Section 2 (Rent) and Section 4 (A) (Regular Recertification).

B. Payment for Utilities: To pay the cost of any utilities specified in Section 3 (Utilities).

C. Transfer: To transfer to and execute a lease for a unit of appropriate unit size because of decreases in household size as provided in Section 8 (A)(Transfer Policy) to transfer to another unit when it is necessary because of modernization work as provided in Section 8(C)(Transfer Due to Increase in Household Size) or under any other circumstances set out in CHA's Admissions and Continued Occupancy Plan (ACOP), or Administrative Plan, as applicable

D. Proper Conduct on Housing Authority Property: To conduct himself/herself, and to cause each other household member, any guest of the Tenant or of another household member or any person under the Tenant's control to conduct themselves in a peaceful manner and in a manner that 1) will not injure, endanger, harass or disturb other tenants, CHA employees, or other persons lawfully on CHA property; and 2) will be conducive to maintaining in all CHA developments in a decent, safe and sanitary condition.

E. No Threats, Harassment or Nuisance: To refrain from (and to cause each household member, and guest, to refrain from) unlawful threats or harassment directed against CHA officers or employees, other Tenant s and others lawfully on the leased premises or on CHA property. To refrain from creating or maintaining a nuisance (and to cause each household member and guest to create or maintain no nuisance) in the leased premises or on CHA property.

F. No Criminal Activity:

1. To assure that no Tenant or member of Tenant's household engages in:
    a. Any criminal activity, on or off the premises, that threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants; or

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b. Any drug related criminal activity on or off the premises

2. To assure that no guest or other person under the Tenant's control engages in:
   a. Any criminal activity, on or adjacent to the premises, that threatens the health, safety or right to peaceful enjoyment of CHA's housing premises by other Tenants; or
   b. Any drug related criminal activity on or adjacent to the premises;
3. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the premises by other Tenants.
4. Any criminal activity that adversely affects or threatens to adversely affect the security of property owned by others, including CHA, its officers and employees, Tenants and others lawfully on the property or in its vicinity. Such criminal conduct shall also include but not be limited to the criminal conduct specified in M.G.L. c. 139 s. 19.

G. <u>No Disturbances or Loud Noise:</u>

1. To refrain from (and to cause each household member and guest to refrain from) making or creating loud noise or noises, which unreasonably disturb or are likely to unreasonably disturb neighbors, including CHA employees.
2. As part of this obligation, Tenant shall refrain (and shall cause each household member and guest to refrain) from playing televisions, radios, audio devices, musical instruments, and the like at a high volume which unreasonably disturbs or is likely to unreasonably disturb neighbors including CHA employees. Tenant shall refrain from and shall cause household members and guests to refrain from holding parties or group gatherings in the leased premises that unreasonably disturb or are likely to unreasonably disturb neighbors.
3. Tenant shall refrain from and shall cause household members and guests to refrain from making loud noise in common areas, roadways, parking areas or elsewhere on or in the vicinity of CHA property which unreasonably disturbs or is likely to unreasonably disturb neighbors, including but not limited to:
   a. unnecessarily noisy operation of any motor vehicle including the operation of any motor vehicle without a working muffler,
   b. unreasonably loud indoor or out-of-door parties or gatherings,
   c. unreasonably loud or raucous individual behavior, and
   d. other activities or behavior that create disturbance or unreasonably loud noise.
4. Tenant shall immediately take effective measures to bring his or her own behavior and the behavior of household members and guests into compliance with this subsection upon request of an officer or employee of CHA or any other person.

H. <u>Maintaining Clean and Sanitary Condition of Leased Premises:</u>

1. To keep (and to cause each household member and guest to keep) the leased premises in a clean and sanitary condition and promptly to remedy any lack of cleanliness or lack of sanitary condition. Tenant shall not create any condition that is likely to attract rodents or insects, including bedbugs, to cause offensive odors, or to endanger the health of any person. Tenant and household members shall comply with all applicable obligations imposed upon them by the State Sanitary Code
2. Pest Infestation: Tenant acknowledges that while CHA may be responsible for making reasonable provisions for the extermination of insects and rodents, the cooperation of the Tenant is required in order to successfully carry out pest control procedures. Tenant agrees to comply with instructions provided by CHA management in relation to Tenant's responsibility in

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preparing for pest control treatments in Tenant's unit, and in avoiding practices that foster pest infestation.

3. With the exception of elderly or disabled tenants (where the sole household member or all adult household members are elderly or disabled), Tenant shall be responsible for cleaning the common hallways on a rotating basis with other tenants living in the doorway, in accordance with the rules and regulations of CHA. However, in family developments, the Tenant Council, in conjunction with CHA, may establish alternative methods of cleaning hallways and common ways.

I. **Disposal of Garbage and Trash:** To dispose (and to cause each household member and guest to dispose) of all garbage, trash and refuse properly in accordance with rules established by CHA and in compliance with City of Cambridge disposal and recycling requirements and other state and local law. Prior to disposal Tenant shall keep garbage, trash and refuse in secure bags in covered trash containers in a manner that will not attract rodents or insects or cause offensive odors.

J. **Maintaining Safe Condition of Leased Premises:**

1. To keep (and cause each household member and guest to keep) the leased premises in safe condition.
2. There shall be no storage of flammable liquids, gas, or charcoal or other hazardous substances in the leased premises or elsewhere on CHA property, unless such liquids or substances are normal household items and are properly stored.
3. No hazardous waste of any sort shall be stored in the leased premises, and the Tenant shall properly dispose of all hazardous waste, including used motor oil.
4. Unless the Tenant's leased premises include a space that is restricted to the exclusive use of the Tenant, such as a yard for the unit's exclusive use, no barbecue grills are permitted. Any use of a grill must comply with CHA's Resident Manual.

K. **Use and Care of Plumbing and Other Utility Services:**

1. To use (and to cause each household member and guest to use) the plumbing fixtures and plumbing and all other utility services properly and solely for their intended uses; not to dispose (and to cause each household member and guest not to dispose) of any oil, hazardous wastes, garbage (excepting garbage processed through a garbage disposal), or trash through the drains or the toilet.
2. Tenant, household members and guests shall not tamper with or attempt repairs to the wiring, gas lines or plumbing and shall not overload electrical circuits or extension cords. All lamps and electrical appliances belonging to Tenant or a household member shall be properly wired.
3. In the event electrical, gas or plumbing repairs to the leased premises shall be necessary; Tenant shall not attempt such repairs but shall immediately notify CHA about the need for repairs. Tenant, household members, and guests shall use any elevator and any common appliance properly.
4. To cooperate with CHA in any energy conservation, recycling, or other environmental initiatives.

L. **Damage:** To refrain from damaging (and to cause each household member and guest to refrain from damaging) the leased premises or any other property of CHA. In the event damage occurs Tenant shall promptly notify CHA about the damage and the cause of the damage.

M. **Payment for Damage:** To pay the cost of labor and materials reasonably necessary to repair or replace property of CHA lost, removed, damaged or destroyed by the negligence or the

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intentional act of Tenant, other household member or guest; to pay all costs resulting from misuse of the plumbing or other utility service or from misuse of an elevator or a common appliance; and to make such payment within 30 days following Tenant's receipt of an itemized bill from CHA, which shall post a list of reasonable standard charges for repair of damage. If the charges are more than minimal, the Tenant may request and CHA agrees, to negotiate a payment plan to cover the charges.

N. Pet Policy:

1. Except for elderly/disabled developments, and except for comfort or service animals, not to keep any pets or other animals and not to permit pets or other animals to be kept in the leased premises or elsewhere on CHA property on a temporary or permanent basis, excepting reasonably quiet birds in cages or fish in tanks, without the written permission of CHA in accordance with its rules or policies.
2. Persons with comfort or service animals shall comply with CHA rules or policies, to the extent that such rules or policies do not limit or impair the rights of said persons.
3. Tenants shall not permit a guest or other visitor to bring an animal onto the premises (with the exception of assistance animals, and may not keep a pet belonging to another person on a temporary basis on the premises.

O. Major Appliances and Heavy Items:

1. Not to install or operate any major appliances (such as washers, dryers, air conditioners or freezers) or any heavy items (such as waterbeds) without the prior written approval of CHA in accordance with any applicable rules or policies. Tenants may not install their own appliances except for washers and dryers where appropriate hook-ups are available, and CHA has given written approval.
2. All tenant installations shall conform to CHA standards and requirements. CHA has the right but not the obligation to maintain and determine the placement of any tenant-owned appliance. The Tenant is responsible for any charges incurred by CHA for maintenance. Gas appliances must be installed only by a qualified licensed professional or by CHA plumbers or contractors. Tenant will reimburse CHA at cost for the cost of installation by a licensed CHA plumber or contractor.

P. Rules, Policies and Regulations: To comply with the rules and policies (and to cause each household member and each guest to comply with the rules and policies) established by CHA for the housing development of which the leased premises are a part.

Q. Alterations to the Leased Premises:

1. To make (and to cause each household member or guest to make) no alterations or additions to the interior of the leased premises including but not limited to painting or wallpapering, installation of wall-to-wall carpeting, floor or wall tile, or to the exterior of the building containing the leased premises or to the grounds without the prior written approval of CHA.
2. No satellite dishes may be installed unless otherwise provided by law, and in accordance with CHA standards.
3. An approved alteration or addition which cannot be removed without damage to the leased premises, building or grounds shall not be removed and shall become the property of CHA at the time when Tenant vacates, unless Tenant shall first have deposited with CHA sufficient funds to pay for any damage resulting from removal and shall have received the written consent of CHA to the removal.
4. Any wall installations, including but not limited to flat-screen TV's, require written approval.

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R. **Guests:** To oversee and supervise the conduct of all guests of Tenant and other household members and to assure that they comply with the lease and rules of CHA and to permit overnight guests only in accordance with and subject to the provisions of Section 5 (B) (Guests).

S. **Use and Occupancy of the Leased Premises:** To use and occupy the leased premises only in accordance with the provisions set out in Section 5 (Occupancy and Use of Leased Premises).

T. **Vacating the Leased Premises:** To vacate promptly upon termination of the lease or transfer to another apartment within CHA within 5 days of receipt of keys to the new apartment, and to leave the leased premises clean, free of garbage and trash and in as good a condition as existed at the time of commencement of the lease or at the time of a subsequent modernization, normal wear and tear, excluded.

U. **Smoke and Carbon Monoxide Detectors**: To keep all smoke detectors and carbon dioxide detectors in the leased premises unobstructed at all times; not to tamper with or render inoperable any smoke detector, carbon monoxide detector, heat detector, sprinkler, or any part of a fire detection or fire prevention system on CHA property; and to notify CHA immediately of the malfunction or inoperability of any carbon monoxide or smoke detector in the leased premises.

V. **Access to the Leased Premises:** To permit access to the leased premises by CHA as provided in Section 15 (Access to the Leased Premises by CHA) of this lease, and not to replace, add or re-key any locks.

W. **Payment of Constable Costs and Court Filing Fees:** To pay the expenses incurred by CHA as a result of Tenant's breach of any term of this lease, including filing fees, constable costs, and moving and storage costs in eviction actions commenced on account of any such breach, provided that CHA has received a judgment for possession after trial, by default, or by agreement for judgment.

X. **Wage, Tax and Bank Match; Social Security Numbers:**

1. To participate and cause household members to participate in any wage, tax, and/or bank match system required by HUD and permissible under state and federal law and to provide upon request the information and authorizations necessary for such a wage, tax, and/or bank match.
2. Subject to any applicable law, to provide and to cause each other household member to provide CHA with his or her social security number, or HUD-issued Alternative Identification numbers for household members who do not have Social Security numbers; and to authorize use of such numbers for use by CHA for verification of income and assets of the household through the Enterprise Income Verification (EIV) system, or other integrated tax, wage reporting, and bank match systems or similar means of verification.

Y. **No-Smoking Policy:** To comply with the provisions of the Smoke-Free Policy of CHA as set forth in the ACOP. See attached Smoke-Free Lease Addendum.

Z. **Condominium Unit:** For tenants occupying scattered-site units located in condominiums, to comply with the rules and regulations of the condominium association, and for tenants who are part of a special program operated in CHA assisted housing, to comply with house rules of the program, provided that, in both instances, CHA has provided the Tenant with a copy of such rules and/or regulations at or prior to the inception of the tenancy and a copy of any subsequent changes.

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SECTION 12: TERMINATION OR VOIDING OF LEASE

A. Termination by Tenant: Tenant may terminate this lease at any time by giving 30 days advance written notice to CHA, commencing on any day of the month.

B. Voiding by CHA: The lease and occupancy of the leased premises by Tenant and Tenant's household members may be annulled and made void by CHA for any of the reasons set out in M.G.L. c. 139 §19. In the event that grounds shall exist for so voiding the lease and in the event CHA shall determine to use the procedure set out in M.G.L. c. 139 §19, CHA shall give to Tenant a written notice of voiding lease, which shall state the reason for voiding the lease, prior to CHA seeking an injunction or execution for possession in court. There shall be no informal conference or grievance hearing required prior to the court proceeding, but CHA may elect to hold an informal conference.

C. Termination by CHA: Subject to the provisions of the Violence Against Women's Act ("VAWA") and CHA's VAWA policy, and also subject to the rights of a disabled tenant to a Reasonable Accommodation in accordance with the law and CHA Reasonable Accommodation policy, this lease and occupancy of the leased premises by Tenant and Tenant's household members may be terminated by CHA for serious or repeated violation of a material term of the lease or other good, including but not limited to:

1. Tenant's failure to make timely payment of rent in violation of Section 2 (Rent) and Section 4 (A)(Regular Recertification).
2. Habitual or Persistent Late Payment of Rent. If a Tenant has fallen into arrears on rent and has received 4 or more Notices to Quit within a 12-month period which have subsequently been cured, or in the event the Tenant has fallen into arrears on rent and had two or more Summary Process cases for non-payment of rent entered within a 12-month period which were subsequently cured.
3. Serious or repeated breach or violation by Tenant or a household member of any material terms of the occupancy obligations and restrictions set out in Sections 5 (Occupancy and Use of Leased Premises) and Section 11(Tenant's Obligations) of this lease, or other good cause.
4. Criminal conduct, threats, harassment, or nuisance by Tenant or a household member, on or off CHA property, in violation of Section 11(E)(No Threats, Harassment or Nuisance). This criminal conduct includes but is not limited to the criminal conduct described in M.G.L. c. 139 s. 19.
5. Commission of a serious crime involving violence against another person by Tenant, or a household member, on or off of CHA property, at any time while the lease is in effect, in violation of Section 11(F) (No Criminal Activity).
6. The conduct of a guest or other person under Tenant's control, if the conduct on or adjacent to CHA property violates the provisions of this lease and the conduct would be grounds for termination of the lease if committed by Tenant.
7. Methamphetamine conviction. CHA must immediately terminate the tenancy if CHA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
8. Fugitive felon or parole violator. CHA may terminate the tenancy if a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

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9. In the event that Tenant has knowledge of a court order barring a person from the leased premises or from CHA property, or in the event a household member has been deleted from the lease by Tenant at the request of CHA, the Tenant's failure to take all necessary steps to exclude the person from the leased premises
10. Assets that exceed the maximum allowable for a household pursuant to the Admissions and Continued Occupancy Plan (ACOP) or Administrative Plan, as applicable.
11. Failure by the Tenant or a household member to supply complete and accurate information necessary for a rent determination or for a determination of eligibility for continued occupancy.
12. Failure by Tenant or a household member to give requisite authorization for verification of eligibility, income, employment and household composition. Failure to provide a social security number or Alternative Identification number as required in Section 11(X)(2.) (Wage, Tax and Bank Match; Social Security Numbers), or to participate in a wage, tax or bank match as required in Section 11(X)(1.) (Wage, Tax and Bank Match; Social Security Numbers)
13. Failure to supply complete and accurate information in Tenant's application for CHA assisted housing or in a request for a priority or preference status or in the documentation submitted in support of Tenant's application for CHA assisted housing, or request for a priority or preference status, if complete and accurate information would have provided: (a) cause for finding Tenant ineligible or unqualified for CHA assisted housing; (b) cause for determining Tenant not entitled to the priority or preference status which Tenant received; (c) cause for housing Tenant in a smaller unit; or (d) cause for establishing a materially higher rent.
14. Failure to sign a lease, lease amendment or lease addendum containing lease provisions required by applicable CHA policies and applicable HUD regulations or by applicable law. Failure to sign lease provisions required by changes in size or income of Tenant's household.
15. Failure to vacate in the event of a decrease in household size, as provided in Section 8(A) (Transfer Policy), or in the event of modernization work, as provided in Section 8(D) (Transfers for Modernization Work).
16. Failure by Tenant or by a household member to physically occupy the leased premises as his or her primary residence for at least 9 months in any 12-month period except as provided in Section 5(A)(Tenants and Household Members).
17. Guest(s) staying overnight for more than a total of 30 nights in a 12-month period without CHA written approval.
18. Repeated failure by Tenant to report the length of the stay of an overnight guest within a reasonable time following a stay, that exceeds 14 consecutive nights.
19. Breach or violation by Tenant, a household member or guest of any one of the other obligations set out in Section 11(Tenant's Obligations) of this lease.
20. Other good cause.

D. **Evidence:** CHA may evict the tenant by judicial action for criminal activity in accordance with this section if the PHA determines that the tenant, member of household, guest or other person under the control of the tenant has engaged in the criminal activity, regardless of whether that person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction

E. **Notice of Possible Lease Violation:** Prior to issuing a Notice to Quit, except in cases subject to Section 12 (B)(Voiding by CHA) above, CHA shall provide the tenant with a 'Notice of Possible Lease Violation' and provide the tenant with an opportunity to discuss alleged violations of the lease at an informal conference. The Notice of Possible Lease Violation shall include the details of

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the alleged violation, including facts in sufficient detail to prepare a defense, scheduling or requesting the Tenant to schedule an informal conference to discuss the possible lease violation, informing the Tenant of available sources of advice, including the name and contact information of legal aid agencies, Alliance of Cambridge Tenants, and the local tenant council president.

F. **Summary of Informal Conference:** Following this informal conference, CHA shall send the tenant a written 'Summary of Informal Conference' regarding the action CHA intends to take regarding the alleged violations of the lease. The 'Summary of Informal Conference' shall include the date of the meeting, who attended, a summary of the discussion, and what action CHA intends to take. If the tenant is entitled to a grievance under subsection (H) below, the 'Summary of Informal Conference' shall specify that within 7 business days following the date on which 'Summary of Informal Conference' is given, Tenant has the right to request such a hearing and shall specify the process to be used in making the request.

G. **Notice to Quit:**

1. CHA shall give the Tenant a written Notice to Quit which precedes the date of termination of the lease:
   a. at least14 days in the case of failure to pay rent;
   b. a reasonable time considering the seriousness of the grounds for termination when the grounds (other than non-payment of rent) are such that no grievance hearing is required, or
   c. no less that 30 days in any other cases.
2. When CHA is not required to afford the tenant the opportunity for hearing under its administrative grievance procedure for a grievance concerning the lease termination the Notice to Quit shall:
   a. State that the tenant is not entitled to a grievance hearing on the termination.
   b. Specify the judicial eviction procedure to be used by the PHA for eviction of the tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
   c. State whether the eviction is for a criminal activity or for a drug-related criminal activity.

H. **Grievance in Certain Circumstances:** The tenant may request a grievance hearing regarding whether good cause exists for terminating the lease, except that no grievance hearing shall be required:

1. Where the tenancy is terminated for breach of the Tenant's obligations under Section 11(F)(No Criminal Activity on or off the Premises) of the lease to the extent allowed by M.G.L. c. 121B, Section 32 or,
2. Tenant has engaged in behavior, which would be cause for voiding this lease pursuant to the provisions of M.G. L. c. 139, Section 19. or,
3. Tenant has engaged in behavior, pursuant to the provisions of 24 CFR 966.51.

Where CHA has determined that no grievance hearing is required, Tenant shall be notified that the grievance hearing is waived and the reasons for that determination.

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I. Request for a Grievance Hearing on Lease Termination:

1. Tenant shall make a written request for a grievance hearing to CHA within 7 business days after the Summary of Informal Conference has been sent to the tenant. The grievance hearing shall be held pursuant to CHA's grievance procedure, attached to this lease. CHA shall make every effort to schedule a grievance hearing within 30 days of receipt of the request for a hearing.
2. In cases where Tenant has properly requested a grievance hearing, CHA shall not institute an action for summary process pending the hearing and a decision in CHA's favor.

J. Violence Against Women Act (VAWA):

1. CHA may not consider incidents of domestic violence, dating violence, sexual assault, or stalking as serious or repeated violations of the lease or other "good cause" for tenancy or occupancy rights of the victim of abuse.
2. CHA may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family or an affiliated individual is the victim or threatened victim of that abuse.
3. CHA may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.
4. CHA may terminate a tenancy if the domestic violence, dating violence, or stalking pose "an actual and imminent threat" to other tenants or to persons employed at or providing services to the development.
5. CHA may bifurcate a lease to evict any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, or otherwise penalizing the victim of the violence who is also a tenant or affiliated individual.
6. If a tenant who is evicted in accordance with subsection (C) above was the sole tenant eligible to receive assistance, any remaining tenant or affiliated individual will be provided an opportunity to establish eligibility, in accordance with the requirements of the Admissions and Continued Occupancy Plan (ACOP) or Administrative Plan, as applicable, pertaining to eligibility for continued occupancy. If no tenant or affiliated individual is eligible for CHA assisted housing, a reasonable time, as defined by HUD, to find new housing or to establish eligibility for another covered housing program (as defined in VAWA) will be provided to the remaining tenant or affiliated individual.

K. Court Actions: If a grievance hearing is not required or is not requested, then after the expiration of the deadline in the notice to quit, if Tenant and Tenant's household members have failed to vacate, CHA may institute an action for summary process or other appropriate judicial action. If the decision following a grievance hearing is in CHA's favor and the deadline in the Notice to Quit has expired but Tenant or any of Tenant's household members has failed to vacate, CHA may institute an action for summary process or other appropriate judicial action.

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SECTION 13: REASONABLE ACCOMMODATION OR MODIFICATION ON ACCOUNT OF A DISABILITY

1. If Tenant or a household member has a disability and, on account of this disability, in order to have equal access to CHA's premises, amenities, services and programs needs a reasonable accommodation in CHA rules, practices or procedures, or needs a reasonable modification of the leased premises or a common area, the Tenant or household member may request a reasonable accommodation or a reasonable modification on account of the disability pursuant to CHA's Reasonable Accommodation Policy. The request may be addressed to the site manager or the Reasonable Accommodation Officer. The need for the request must be reliably documented.

SECTION 14: INSPECTIONS

A. **Pre-occupancy Inspection:** Prior to occupancy CHA and Tenant (or Tenant's designated representative) shall inspect the leased premises; following the inspection CHA shall provide Tenant with a written statement of condition describing the condition of the leased premises. The statement of condition shall be signed by both CHA and Tenant (or Tenant's designated representative) prior to occupancy.

B. **Periodic Inspections:** CHA may conduct periodic inspections of the leased premises. Tenant shall receive advance as provided in Section 17 (Notices) of this lease.

C. **Termination Inspection:** Upon termination of occupancy, CHA and Tenant (unless Tenant vacates without notice or refuses to participate or to designate a representative) shall inspect the leased premises and CHA shall provide Tenant with a written statement of condition, which shall list any damage or destruction, apart from reasonable wear and tear. CHA shall at such time or thereafter submit a bill to Tenant for the reasonable charges for repairs and replacements required to put the leased premises in as good condition as the condition reflected by the original statement of condition (as it may have been modified as a result of modernization), reasonable wear and tear during occupancy by Tenant excepted. Following receipt of the bill, Tenant shall forthwith pay such charges.

SECTION 15: ACCESS TO THE LEASED PREMISES BY CHA

A. **Access for Non-Emergency Repairs, Maintenance or an Inspection:** CHA may enter the leased premises at reasonable times to perform non-emergency repairs, maintenance or modernization work or to conduct an inspection, when possible at a mutually agreed-upon time. In the absence of an agreed-upon time or other permission from the tenant to enter CHA shall give Tenant at least forty-eight (48) hours advance notice of the time and purpose of entry.

B. **Access for Requested Repairs or Maintenance:** In the event of repairs and maintenance in response to a request by Tenant, when possible at a mutually agreed-upon time, and in the absence of an agreed-upon time, or other permission from the tenant to enter, CHA shall give Tenant at least forty-eight (48) hours advance notice of the time and purpose of entry..

C. **Access for an Emergency:** If CHA has reasonable cause to believe that an emergency exists endangering life or property, which requires immediate action, CHA, shall give Tenant whatever reasonable notice which the circumstances may permit before accessing the leased premises to deal with the emergency.

D. **Access Where No Adult Present:** If at any time CHA shall have entered the leased premises and if no adult household member shall have been present, CHA shall leave a written notice specifying the time and reason for access and any work performed or measures taken.

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SECTION 16: PERSONAL PROPERTY

A. Insurance and Personal Property of the Tenant: All personal property in any part of the building within the control of the Tenant or the common areas and parking lots shall be at the sole risk of the Tenant. CHA is not liable for damages to or loss of property of any kind which may be lost or stolen, damaged or destroyed by natural disaster, weather events, fire, water, steam, defective refrigeration or elevators, while in the leased unit or in any storage space in the building, the common areas, or parking lots which is not caused by the negligence of CHA, its employees, or agents. Tenant may purchase at their option insurance covering 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 CHA property.

C. Personal Property Left on Termination of Lease: Subject to the requirements of M.G.L. c.239§4, any personal property belonging to Tenant, other household members or guests, which is not removed from the leased premises and from CHA property following the termination of the lease and departure of Tenant, shall be presumed to be abandoned unless circumstances indicate otherwise and may be disposed of by CHA 30 days after the Tenant vacates the premises. Tenant shall be responsible for and shall reimburse CHA for costs for moving, storage and disposal of personal property following termination of this lease.

SECTION 17: NOTICES

A. Notices to Tenant: A 'Notice to Quit', notice of voiding lease or notice of apparent abandonment shall be given to Tenant as follows:

1. in writing; and
2. Via one of the following methods:
    a. given to Tenant in hand; or
    b. sent by certified mail, return receipt requested, to the Tenant at the address of the leased premises or such other mailing address provided by Tenant to CHA; or
    c. given to any person answering the door to the leased premises with a copy mailed to Tenant by regular first class mail; or
    d. placed under or through the door to the leased premises with a copy mailed to Tenant by regular first class mail in the event no person answers at the door to the leased premises; or
    e. by service by a constable or a deputy sheriff in the manner provided for service of civil process.
3. Other notices to Tenant shall be sufficient if in writing and sent by regular first class mail or hand delivered to the leased premises.

B. Notices to CHA: Any notice to CHA shall be sufficient if submitted:

1. in writing; and
2. sent by certified mail, return receipt requested to CHA at its office; or
3. hand delivered to CHA office during regular business hours; or
4. faxed, or emailed with acknowledgement of receipt by CHA, or sent by first class mail.

REFERENCE ONLY

SECTION 18: COMPLIANCE WITH REGULATIONS OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

1. HUD has promulgated and may promulgate regulations regarding the terms and conditions of CHA assisted housing. Insofar as applicable, and in light of CHA's Moving to Work (MTW) Agreement, CHA and Tenant shall comply with HUD's regulations and any authorizations or waivers issued pursuant thereto. CHA shall post and keep posted in a conspicuous place in its central office located at 362 Green Street, Cambridge, MA 02139 and, if practical, in each development a notice regarding availability of copies of applicable regulations.

SECTION 19: COMPLIANCE WITH CHA RULES AND POLICIES

1. CHA has adopted or may adopt reasonable rules and policies for the benefit and well being of the housing development, of which the leased premises are a part, and for the benefit of the tenants of the housing development. Compliance with CHA rules and policies is a material condition of tenancy. Tenant, other household members and guests shall comply with such rules and policies. Substantial violation of any rule or policy shall be cause for termination of this lease and eviction. A rule or regulation may not be inconsistent with this lease. CHA shall post and keep posted in a conspicuous place in its central office and, if practical in each development a copy of all rules and policies which affect the rights, status, duties or welfare of Tenant and other household members. Upon request Tenant shall without charge, be provided one copy of applicable rules, policies or regulations. CHA may charge for additional copies.

SECTION 20: CHANGES

1. This lease represents the entire agreement between CHA and Tenant. Changes of rent shall be made in accordance with Section 4 (Rent Redetermination/Recertification) of the lease. Changes, additions or deletions from this lease shall be made by a written amendment or addendum signed by CHA and Tenant, provided that changes, additions or deletions required by state or federal law, including state or federal regulations, shall be effective following at least 30 days advance written notice to Tenant of the changes, additions or deletions. CHA will provide at least 60 days written notice to Tenants of any other lease, rule, or policy changes, including in the notice the proposed modification, the reasons therefore, and provide the Tenant an opportunity to present written comments which shall be taken into consideration by CHA prior to the proposed modifications becoming effective. CHA shall consult with all local tenant councils and any citywide tenant organization as to all changes to this lease and the rules and regulations incorporated herein, at a meaningful time, prior to approval by CHA's Board of Commissioners.

REFERENCE ONLY

Cambridge Housing Authority

This lease is executed in two counterparts, one of which shall be retained by CHA and one of which shall be retained by Tenant. The headings are for convenience of reference and do not constitute part of the lease. Additional provisions (if any) shall be set out in amendment(s) or addenda, which shall specifically make reference to this lease.

By the signature(s) below I/we also acknowledge that, I/we have read and understand the terms of this Lease. I/We agree by signing this Lease to the terms and conditions of this lease and all additional documents made a part of the lease by reference.

TENANT:

HEAD OF HOUSEHOLD (SIGNATURE)	DATE

HEAD OF HOUSEHOLD (PRINT NAME)	DATE

ADULT CO-HEAD OF HOUSEHOLD/SPOUSE (SIGNATURE)	DATE

CAMBRIDGE HOUSING AUTHORITY:

FOR CAMBRIDGE HOUSING AUTHORITY (SIGNATURE)	DATE

FOR CAMBRIDGE HOUSING AUTHORITY (PRINT NAME)	TITLE

ADDITIONAL DOCUMENTS:

- ☐ SMOKE-FREE ADDENDUM
- ☐ RENTAL ASSISTANCE DEMONSTRATION (RAD) RIDER
- ☐ LOW-INCOME TAX CREDIT (LIHTC) RIDER

REFERENCE ONLY

LEASE ADDENDUM
SMOKE FREE POLICY

This Lease Addendum adds the following paragraphs to the lease between the above referenced Tenant and Cambridge Housing Authority.

PURPOSE OF THE ADDENDUM

The lease for the above-referenced unit is being amended to include Cambridge Housing Authority's policy regarding prohibition of smoking in designated 'no-smoking areas, as defined below.

CONFLICTS WITH OTHER PROVISIONS OF THE LEASE

In case of any conflict with the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

TERM OF THE LEASE ADDENDUM

The effective date of this lease addendum is _____. This lease addendum shall continue to be in effect until the lease is terminated.

SMOKE FREE POLICY

1. **Purpose:** The purpose of The Smoke-Free Policy is to mitigate irritation and known health effects of secondhand smoke. In addition, the smoke-free policy is intended to reduce the cost of maintenance and cleaning resulting from smoking and decrease the risk of fire in CHA units.

2. **Definition of Smoking:** Smoking is defined as inhaling, exhaling, breathing or carrying any lit cigar, cigarette, pipe, other tobacco product or similarly lighted smoking material in any manner or in any form. E-cigarettes are not considered smoking under this policy.

3. **Definition of a smoke-free area:** Smoking is prohibited in all living units and interior areas, including but not limited to bathrooms, lobbies, hallways, stairways, elevators, management offices, community rooms and balconies. Smoking is prohibited on the grounds of all CHA properties including lawns, parks, courtyards, walkways and parking lots except in designated areas. Designated areas may be determined by the management in cooperation with tenant councils and interested tenants and must be at least 25 feet from all doors and windows.

REFERENCE ONLY

4. **Promotion of smoke free policy:** Landlord shall post no-smoking signs, promote the policy as appropriate in meetings and discussions with residents, and enforce compliance with the policy. Residents are expected to comply with the policy as they would any section of the lease.

5. **Landlord not a guarantor of smoke-free environment:** Resident acknowledges that Landlord's adoption of a smoke-free environment does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the non-smoking area as smoke-free as is reasonably possible. Landlord will address violations of this policy upon Landlord's actual knowledge of said smoking or has been given notice of said smoking.

6. **Lease Enforcement of the Smoke-Free Policy:** A breach of this Lease Addendum constitutes grounds for initiation of the enforcement remedies of the smoke-free policy. Breach of the provisions of the policy by a household member or guest of the resident constitutes a breach of the lease. Residents in breach of this addendum will receive a verbal warning upon the first violation, a written warning on the second, and a request for a conference with the management on the third. Through all enforcement steps, the management will share cessation resources and tips with residents. Upon the fourth violation, the CHA may bring eviction proceedings, in which case it will send written notice of a possible lease violation, with an offer of an informal conference. Residents have a right to file a grievance under the CHA grievance policy.

7. **Disclaimer by Landlord:** Resident acknowledges that Landlord's adoption of a smoke-free living environment does not in any way change the standard of care that the Landlord or managing agent would have to a resident household to render buildings and premises designated smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that the Landlord's ability to police, monitor or enforce the agreements of Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by other residents and guests in other parts of the smoke-free area. Residents with respiratory ailments, allergies or other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this addendum than any other landlord obligation under the Lease.

REFERENCE ONLY

Executed on this _____ day of _____, 20_____

HEAD OF HOUSEHOLD (SIGNATURE)	DATE
CO-HEAD OF HOUSEHOLD (SIGNATURE)	**DATE**
CAMBRIDGE HOUSING AUTHORITY STAFF (SIGNATURE)	**DATE**

REFERENCE ONLY

LEASE ADDENDUM
RENTAL ASSISTANCE DEMONSTRATION (RAD) RIDER

1. The CHA received permission from the U.S. Department of Housing and Urban Development (HUD) to convert most of its federal public housing to project-based vouchers under the Rental Assistance Demonstration (RAD) program. This includes the Tenant's Development.

2. Once the RAD conversion is complete, the development will have a new Owner, _____ LLC. The new owner will be the successor in interest of the Cambridge Housing Authority and will assume the obligations of the landlord under the lease. However, the Cambridge Housing Authority is under a long-term contract with the new Owner and will continue to manage the development as the agent of the new Owner. The tenancy of the Tenant is not terminated or interrupted by virtue of the conversion of the property from public housing to RAD. All the Tenant's rights under this lease and the Admissions and Continued Occupancy Policy shall continue after the RAD conversion except as listed in paragraph 3 below.

3. The following provision applies prior to the conversion to RAD, and becomes moot once the development is subject to RAD:

Service Requirements

   a. A non-exempted Tenant and each non-exempted household member shall contribute eight hours of community service each month (not including political activities) or participate in an economic self-sufficiency program for eight hours a month or in a combination of community service and economic self-sufficiency programs for eight hours a month.

   b. The CHA shall annually review and determine compliance by each non-exempt member of Tenant's household with the service requirement thirty days before the expiration of each lease term. If the CHA determines that there is a non-exempt family member who has failed to fulfill their service requirement, the CHA shall notify the tenant of this determination. The notice shall state: 1) a brief description of the non-compliance; 2) that the determination of non-compliance is subject to the CHA's grievance procedure; and 3) that unless the tenant enters into an agreement to remedy the noncompliance, the Lease will terminate as of the Tenant's next anniversary date.

4. Once the RAD conversion is effective, the Tenant will have some additional rights which are continued in the relevant chapter of the CHA's Administrative Plan, a copy of which is available in the manager's office and posted on CHA website. The CHA will furnish the Tenant with a copy upon request and without charge.

REFERENCE ONLY

5. The Tenant will be provided with a minimum of 30 days' notice of the specific date when the RAD program will become effective at which time the community service is no longer required and relevant parts of the CHA's Administrative Plan apply.

HEAD OF HOUSEHOLD	DATE
CO-HEAD OF HOUSEHOLD	**DATE**
FOR CAMBRIDGE HOUSING AUTHORITY	**DATE**

REFERENCE ONLY

LEASE ADDENDUM
LOW-INCOME HOUSING TAX CREDIT (LIHTC) RIDER

This property has received an allocation of Low-Income Housing Tax Credits (LIHTC) under section 42 of the Internal Revenue Code. The program requires that only "Qualified Households" that meet certain income limitations based upon household size and composition may occupy a unit in the property.

The Landlord is responsible for compliance with the Internal Revenue Code. In order to accomplish this:

1. Tenant agrees to notify the Landlord of any changes in household composition and/or changes in household student status (within 14 days of the change).

2. Tenant agrees to complete annually or at any other such time requested by Landlord the Recertification Questionnaire disclosing current household composition, household student status and all household income and assets.

3. Tenant agrees to cooperate fully during the recertification process by signing all third party verifications and providing all requested names and addresses.

4. Tenant agrees to respond promptly to recertification notices to ensure a timely completion of the process. Tenant understands that failure to comply with Paragraphs 2 and 3 above within 30 days of the initial recertification notice is considered material non-compliance with this lease and therefore grounds for termination of the lease and eviction.

5. Tenant understands that the initial term of the lease is six months.

6. Tenant agrees that if all household members become full-time students, the household will accept a transfer to the next available non-LIHTC unit of the same bedroom size in the CHA portfolio unless the household meets one of the student exemptions under the LIHTC program or a waiver is obtained from the Internal Revenue Service. Tenant understands and certifies that, at present, the household either has (1) one or more members who are not full time students or (2) meets one of the student exemptions described below:

   a. A single parent with children, none of which are declared as dependents on another Person's tax return.

   b. Married and filing a joint federal tax return.

   c. Receiving TAFDC payments (or other assistance under Title VI of the Social Security Act, 42 USC § 601 et seq.) on behalf of her/himself or his/her minor children.

REFERENCE ONLY

d. Enrolled in a job-training program receiving assistance under the Job Training Partnership Act or funded by another federal, state or local government agency.
e. Students who were previously under the care and placement of a foster care program.

7. Tenant understands that no additions in household composition are permitted during the first year of occupancy unless prior approval in writing is obtained from the Landlord. For any person to be added to the lease, (s)he must fill out an application and meet the Landlord's "Tenant Selection Criteria". The lone exception to this policy is the birth, adoption, or court appointed custody of a minor.

8. Whenever the Tenant is or becomes ineligible for residency at the Leased Premises due solely to the LIHTC rules, the Landlord will offer the Tenant a transfer to a non-LIHTC unit or, if such unit is not available, will provide another form of rental assistance, subject to availability.

9. Tenant understands and agrees that the Landlord will verify in writing through a third party when necessary, the information provided on the application and recertification questionnaire in order to ensure IRC section 42 compliance. Failure of the Tenant to provide satisfactory, complete and accurate information, when requested, may be considered material non-compliance with the lease. Misrepresentation of any information required to determine tenant eligibility will entitle Landlord to terminate this lease and pursue eviction.

HEAD OF HOUSEHOLD	DATE
CO-HEAD OF HOUSEHOLD	**DATE**
FOR CAMBRIDGE HOUSING AUTHORITY	**DATE**

REFERENCE ONLY

CAMBRIDGE HOUSING AUTHORITY
GRIEVANCE PROCEDURE

REFERENCE ONLY

362 GREEN STREET, CAMBRIDGE, MA 02139 | WWW.CAMBRIDGE-HOUSING.ORG

A. GRIEVANCE PANEL: APPLICABILITY AND PROCEDURE

1. The Grievance Procedure, which is part of the CHA Lease and Grievance Procedure, is applicable to all individual grievances between a resident and the Cambridge Housing Authority. A grievance is any dispute which a resident may have with respect to CHA action or failure to act in accordance with the individual resident's lease or CHA rules and regulations which adversely affects the individual resident's rights, duties, welfare or status.

2. The Grievance Procedure shall not apply to disputes between residents not involving CHA or to class grievances. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes. Establishing policy is the responsibility of the CHA Board of Commissioners, and at its direction, CHA staff in cooperation with local tenant councils and citywide tenant organizations.

3. The Grievance Procedure, as it relates to evictions, shall not apply in the following circumstances:

   a. In the event CHA has a reason to believe that a resident, household member, guest or other person under resident's control has:

      - Unlawfully caused serious physical harm to another tenant or an employee of CHA or any other person lawfully on CHA property.
      - Unlawfully threatened to seriously physically harm another tenant or an employee of the CHA or an employee or any other person lawfully on CHA property.
      - Unlawfully destroyed, vandalized or stolen property of a tenant or employee of CHA or of any person lawfully on CHA property, if such conduct creates or maintains a serious threat to the health and safety of a tenant, a CHA employee, or any other person lawfully on CHA property.
      - Unlawfully possessed, carried, or kept a weapon on or adjacent to CHA property in violation of MGL c. 269 s. 10.
      - Unlawfully possessed or used an explosive or incendiary device on or adjacent to CHA property or otherwise violated MGL c. 266 ss. 101, 2012, 102A, or 102B.
      - Unlawfully possessed, sold, or possessed with intent to distribute a Class A, B, or C controlled substance as defined in MGL c. 94C s. 31 on or adjacent to CHA property.
      - Engaged in behavior which behavior that would be cause for voiding their lease pursuant to the provisions of MGL c. 139 s. 19.
      - Engaged in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the CHA.
      - Engaged in any violent or drug-related criminal activity on or off CHA property.
      - Engaged in any criminal activity that resulted in a felony conviction of a household member.

4. Any grievance shall be presented in writing, to CHA's Operations Department, or to CHA's Legal Department. The grievance shall first be discussed informally and may be

REFERENCE ONLY

settled without a grievance panel hearing. Residents who are unable to come to CHA's office without difficulty may request that a CHA representative come to their apartment.

5. Following the informal discussion, a summary shall be prepared within a reasonable time and one copy shall be given to the resident and one retained in CHA's resident file.

   a. The summary shall specify:

      - The names of the participants;
      - Date of meeting;
      - The nature of the proposed disposition of the grievance by the CHA and the specific reasons therefore; and
      - The procedures by which a grievance panel hearing may be obtained if the resident is not satisfied with the proposed disposition.

6. A request for a grievance panel hearing must be made in writing and delivered in person to CHA's Legal Department or by fax, or email with acknowledgement of receipt by CHA, or sent by first class mail for evictions, within seven (7) business days after the Summary of Informal Conference (as detailed above) is sent. For non-eviction related grievances, the request must be made within 30 calendar days of CHA's action or failure to act.

   a. The written request shall specify:

      - The reason(s) for the grievance; and
      - The action or relief sought.

7. If the matter is not resolved through pre-grievance, a hearing shall be scheduled (scheduling is subject to availability of the panel).

8. A written notification specifying the time, place and the procedure governing the hearing shall be delivered to the resident no less than five (5) business days prior to the time the hearing is scheduled.

   a. The notice must inform the household that they have the right to discovery, meaning that they will:

      - Be given the opportunity to examine any and all documents that CHA will rely

REFERENCE ONLY

upon at the hearing; and

- Be given access to the entire household file if requested; and

- Be allowed to make copies of any and all documents related to the hearing (at their own expense); and

- Be supplied with an overview of any proposed testimony from CHA witnesses; and

- Discovery requests must be initiated by the household and access will not be unreasonably delayed by the CHA.

9. Once the hearing is scheduled and the notice has been sent, the household may only request to reschedule a hearing for good cause or as a reasonable accommodation for a person with disabilities.

   a. Good cause is defined as an unavoidable conflict that seriously affects the health, safety or welfare of the household. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. CHA may request documentation of the good cause.

   b. Failure to obtain counsel is not considered good cause. Written requests by an attorney for postponement due to unavailability will be considered grounds to reschedule.

   c. Failure to attend a scheduled hearing without prior notice is considered a default.

      - In cases where the resident has good cause for the default and contacts CHA within two (2) business days, the CHA will reschedule the hearing.

      - In cases where the resident does not have good cause or fails to contact CHA within two (2) business days, the CHA will determine that the resident has waived the right to a hearing and the CHA's disposition of the grievance shall be final.

10. Households have the right to seek and retain counsel at their own expense or may have another representative accompany them.

11. The determination that the resident has waived the right to a hearing shall not constitute a waiver of any right the complainant may have to contest CHA's disposition of the grievance in an appropriate judicial proceeding.

REFERENCE ONLY

B. ORGANIZATION OF GRIEVANCE PANEL

1. The Grievance Panel is made up of five individuals as follows:

   - Two representatives of CHA, from a department with no direct involvement or contact with the case;
   - Two public housing residents or participants of the Housing Choice Voucher Program;
   - and one impartial person.

2. CHA together with the citywide tenant organization and local tenant councils shall recruit and maintain a pool of public housing residents and voucher participants to serve on the grievance panel. The impartial person shall serve as the Chairperson of the Hearing Panel.

3. All grievance panel hearings heard at CHA are recorded and stored for a period of twelve (12) months after the hearing. The recordings shall be kept by CHA in a confidential manner. If requested, CHA will make a copy for the resident or the resident's representative at their request and expense.

4. At the start of every grievance panel, the Chairperson will introduce the members of the panel and then elicit introductions from other individuals in the room. Any member of the panel that has prior knowledge of the case or the household must disclose said knowledge, as soon as practicable.

   a. No member of the Hearing Panel shall hear a grievance if s/he resides in the same development as the complainant, is a relative of the complainant, is personally involved in the grievance at issue, is a CHA employee of the affected department, or if it is otherwise inappropriate for s/he to adjudicate the pending grievance.

   b. All matters relating to disqualification of a member shall be decided by the Chairperson. If the qualifications of the Chairperson are at issue, s/he may be disqualified solely by unanimous vote of the remaining four members.

   c. Depending upon the situation:

      - The panel member may recuse himself/herself from the hearing and the resident and CHA both consent to a panel of only four members: or
      - The resident or CHA may request that the panel member recuse himself/herself and consent to a panel of only four members; or
      - Both parties may agree that the panel member participate; or

REFERENCE ONLY

- Both parties agree that the hearing will be continued to another date.

- In the instance that a panelist is recused and the parties are unable to agree on whether or not to proceed or reschedule, the default will be to continue the hearing to another date.

d. If the decision is to proceed with less than five panel members or with the panel member in question, it is the Chairperson's responsibility to assure that the household understands the implications of proceeding and agrees to do so while on the record. In the event that the hearing proceeds with four panel members, and the result is a split panel, then CHA's decision will be upheld.

C. CONDUCT OF THE HEARING

1. Once the parties have been introduced, it is CHA's responsibility to present the case to the panel and explain its position or action toward the household. CHA has the burden of justifying its action or failure to act against which resulted in the grievance. In doing so, CHA must rely on documents and witnesses that were previously disclosed to the resident or the resident representative(s). Once CHA has completed its presentation, the resident is given the opportunity to present evidence and argument in support of their grievance, to contradict evidence relied on by CHA, and to confront and cross-examine all witnesses on whose testimony or information CHA relies, unless doing so would trigger a substantial threat to his/her safety or property.

2. In general, pre-disclosed evidence is admissible in an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence that are applicable to judicial proceedings.

3. While panel members are free to ask questions at any point in the presentation, both the household and CHA may only direct questions to the other party at the end of their respective presentation.

4. At the end of both presentations, either party may make a closing statement.

5. Prior to and after the Grievance Hearing, CHA and the tenant representative shall not discuss the grievance with the panelists or in the presence of the panelists. The hearing shall be private unless the tenant requests a public hearing.

D. GRIEVANCE PANEL DECISION

1. CHA shall take no administrative or court action against any resident involving any pending matter before the grievance panel until the resident has received notification of the grievance panel's final decision on the matter.

2. The decision of the grievance panel is final. There are no further in-house remedies available to the resident.

REFERENCE ONLY

3. The grievance panel shall prepare a written decision with the reasons therefore within a reasonable time after the hearing.

4. The decision shall be based solely and exclusively upon the facts presented at the hearing. Any information obtained thereby shall be set forth in the decision. A copy of the decision shall be sent to the CHA, the resident, and placed in CHA's resident file.

5. The decision of the grievance panel shall be binding on CHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the CHA Board of Commissioners determines to the contrary within a reasonable time, and promptly notifies the resident of its determination that: (a) a grievance does not concern CHA's action or failure to act in accordance with or involving the complainant's lease or CHA rules or regulations, which adversely affects the complainant's rights, duties, welfare, or status; or (b) the decision of the grievance panel is contrary to applicable federal, state or local law, HUD (for federally-aided developments) or DHCD (for state-aided developments) regulations, or requirements of the Annual Contributions Contract between HUD (for federally-aided developments) and the CHA or the Contract for Financial Assistance between DHCD (for state-aided developments) and the CHA.

6. A decision by the Panel or CHA Board of Commissioners in favor of CHA or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

E. REASONABLE ACCOMMODATION APPEALS

1. Appeals of decisions of the 504/ADA Coordinator of Requests for Reasonable Accommodation are governed by the Reasonable Accommodation Policy of CHA in Chapter 11 of the ACOP or Administrative Plan, as applicable. They are heard by the Reasonable Accommodations Appeals Officer.

REFERENCE ONLY

CHA Schedule of Maintenance Charges*/Legal Fees

Keys:	
Apartment Door (Duplicate/Replacement Key)	$ 5.00
Secure/Safety Door (Duplicate/Replacement Key)	$ 15.00
Borrowed key from office (deposit)	$ 5.00
Mailbox key	$ 5.00
Electronic	$ 10.00

Doors:	
Apartment Entry door replacement	$ 300.00
Interior door replacement (bathroom, etc.)	$ 100.00
Interior door repair	$50-$100

Doorknobs:	
Interior passage set replacement	$ 50.00

Shades:	
Standard window	$ 20.00
Sliding window	$ 50.00

Bathroom:	
Toilet seat replacement	$ 15.00
Bowl or tank replacement	$ 125.00
Toilet (compete)	$ 300.00
Unclog toilet (tenant fault)	$ 50.00
Shower rod replacement	$ 20.00
Faucet replacement	$ 100.00
Towel bar replacement	$ 20.00
Medicine or base cabinet	$ 75.00

Kitchen:	
Faucet replacement	$ 150.00
Refrigerator replacement	$ 300.00
Refrigerator repair	$50-$200
Stove - Gas	$ 400.00
Stove - Electric	$ 300.00
Stove repair	$50-$200
Cabinets (each)	$ 100.00
Drawers (each)	$ 100.00
Countertop	$20/foot
Garbage disposal	$ 150.00
Dishwasher (CHA provided)	$ 250.00
Washer or dryer (CHA provided)	$ 300.00
Air conditioner unit (CHA provided)	Actual cost + labor
Range hood	$ 50.00
Range hood filter	$ 20.00
Drip pan	$ 10.00
Basket strainer	$ 5.00

Legal Fees:	
Truck Cancellation (less than 24 hours)	$ 595.00
Eviction proceeding court costs (where CHA received a judgement for posession after trial, by default, or be agreement for judgement)	$ 240.00

Lockouts:	
During business hours	$ 10.00
5th occurrence and thereafter (within 12 months)	$ 20.00
After hours	$ 30.00
5th occurrence after hours and thereafter (within 12 months)	$ 50.00

Locks:	
Apartment entry lock change (cylinder only at resident's request)	$ 50.00

Extermination:	
Failure to prepare for exterminator	$ 150.00

Lighting:	
Globe replacement	$ 50.00
Fixture	Actual cost + labor

Windows:	
Double glazed	Actual cost + labor
Wire pane	Actual cost + labor

Screens:	
Replace existing frame	$ 25.00
Replace frame and screen	$ 40.00

Other Maintenance Charges:	
Water damage/flooding (tenant fault)	Actual cost + labor
Mold remediation (tenant fault)	Actual cost + labor
Wall damage (tenant fault)	Actual cost + labor
Fire/smoke damage (tenant fault)	Actual cost + labor
Pet Waste (1st/2nd/3rd offense)	$10/$25/$50
Resident tasks (hallway cleaning, snow removal)	$ 35.00
4th occurrence thereafter	$ 50.00
Heater Covers (fin tube replacement)	$20/linear foot
Heater Covers (fin tube and heating element)	$40/linear foot
Trash placed in Recycling Containers	$50/bag
Improper trash storage (incl.early curbside placement)	$25/bag
3rd occurrence of improper trash storage and thereafter	$ 50.00
Trash recepticle left in street/on curbside (after 24 hours)	$15/day
Trash left in unit after move-out	Actual cost + labor
Illegal use of dumpsters (tires, TVs, etc.)	$ 50.00
Trash in common areas (tenant fault)	$50/bag
Graffiti removal	$ 500.00
Disconnected/damaged smoke detectors	$ 100.00
Removing batteries from/damaging CO detectors	$ 100.00
Sprinkler head damage	$ 200.00
Heater Covers	Cost/foot
Any alterations, interior or exterior without CHA approval	Actual cost + labor
HP Parking without Sticker	$ 50.00
Damaged Security Camera	$ 200.00
Replace Security Camera	Actual cost + labor

*Maintenance fees will only be assessed in the case of tenant fault. No fees will be charged for normal wear and tear. Wear and tear is defined as "loss, damage, or depreciation resulting from ordinary use, age, and/or exposure and not resulting from tenant misuse, mistreatment, damage, or neglect. Resident may dispute a charge through CHA's established Grievance Procedure.

REFERENCE ONLY