

**PART I of the WATERTOWN HOUSING AUTHORITY LEASE AGREEMENT  
TERMS AND CONDITIONS**

THIS LEASE AGREEMENT (called the "Lease") is between the Watertown Housing Authority (WHA) and Tenant named in Part II of this lease (called "Tenant").

**I. Description of the Parties and Premises:**

The Authority, using verified data about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease.

Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births or adoptions, require the advance written approval of the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease.

**II. Lease and Amount of Rent**

The WHA will automatically renew this lease for the same one year period, except for, in accordance with 24 CFR 960, noncompliance of the requirements for resident performance of community service or participation in an economic self-sufficiency program, as detailed in section VIII(m), paragraph 1. At any time, the WHA may terminate the tenancy in accordance with 24 CFR 966.4(I) and section XIV.

The rent amount is stated in Part II of this Lease. Tenant has the option, upon admission to public housing and annually thereafter, whether to pay flat rent (market value) or income-based rent.

The total rent for families opting for income-based rent must be the greatest of:

1. Thirty percent (30%) of household monthly adjusted income
2. Ten percent (10%) of household monthly income
3. Welfare rent
4. Fifty dollars (\$50), minimum rent, as set by the Housing Authority

Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the 5th business day of the month. Rent for all sites, except LeRay Street Apartments, includes all utilities as described in Section VI below, and includes all maintenance services due to normal wear and tear.

For LeRay Street Apartment residents, the apartments are metered separately for utilities and the Tenant pays directly to the utility supplier. Each household will receive a monthly credit on the rent as a utility adjustment. The amount of the credit will be determined yearly by the Authority and will be based upon the average utility cost and usage of all units or another HUD approved method. Flat rent does not include a utility allowance.

When the Authority makes any change in the amount of Total Tenant Payment (Tenant Rent), the Authority shall give written notice to Tenant. The notice shall state the new amount as well as the date the new amount is applicable.

**III. Security Deposit**

Tenant agrees to pay an amount equal to \$100.00 for elderly/disabled units or \$150.00 for family units; or one month's Total Tenant Payment, whichever is *greater*. The dollar amount of the security deposit is noted on Part II of this Residential Lease. The Authority will use the Security Deposit at the termination of this Lease to pay the cost of any rent or any other charges owed by Tenant at the termination of this lease and to reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests. Security deposits will be deposited into an interest bearing account, crediting such interest as may accrue to the Tenant's security deposit. If a Letter of Security is given by the Department of Social Services and the tenant's case closes, it is the tenants' responsibility to pay the security deposit in full. A repayment agreement for a maximum of 6 months may be requested by the tenant.

The return of a security deposit shall occur within 14 days after Tenant moves out. The Authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address. If any deductions are made, the Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

#### **IV. Other Charges**

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

- (a) Maintenance costs - The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests.
- (b) Excess Utility Charges - At developments where utilities are provided by the Authority, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. See List of Charges for details. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.
- (c) Installation and removal charges for tenant-supplied air conditioners and monthly air conditioner utility charge, according to the Authority's Air Conditioner Policy.
- (d) Late Charges - A charge of \$25.00 or 5% of Tenant Total Payment, whichever is less, for rent or other charges paid after the 5th business day of the month.
- (e) Returned Check Fee- A charge of \$25.00 shall be assessed in the event a direct debit or check issued by the tenant in payment for any charge due under the lease is returned by our bank for any reason.
- (f) Miscellaneous charges – As stated in the List of Charges posted at each site.

Charges assessed to Tenant's account are due and payable two (2) weeks after WHA gives written notice of charges.

#### **V. Payments and Payment Location**

Rent and other charges can be mailed to or paid at the Administration Office located at 142 Mechanic Street, Watertown. However, if needed as a reasonable accommodation, the Authority shall make other arrangements for payment of rent.

#### **VI. Terms and Conditions**

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

- a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. This provision permits accommodation of Tenant's guests or visitors for a period of no more than 14 days consecutive and 30 days cumulative in a calendar year.
- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and may terminate the Lease.
- (c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.
  - (1) The family composition is to be re-examined at least once a year. The housing authority shall re-examine the income of the family at least once a year if Tenant chooses to pay income-based rent. If Tenant chooses to pay flat rent, the housing authority shall re-examine the income of the family no less than every three (3) years.
  - (2) Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

Failure to supply such information when requested is a serious violation of the terms of the lease, and the Authority may terminate the lease. All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

- (d) Rent will not change during the period between regular re-examinations, UNLESS during such period:
- (1) For families paying income-based rent:
    - a) A person with income joins the household.
    - b) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent.
    - c) The change in income will increase the current rent more than \$50 per month.
    - d) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
    - e) Rent formulas or procedures are changed by Federal law or regulation.

***All changes in income must be reported to the office, in writing, within 10 days of the occurrence. Failure to report within 10 days may result in a retroactive rent charge.***
  - (2) For families paying flat rent:
    - a) If the WHA determines that the family is unable to pay the flat rent because of financial hardship. Hardship is defined in the housing authority's Admissions and Continued Occupancy Policy.
    - b) Upon such a determination, the housing authority shall immediately provide for the family to pay rent in the amount determined under income-based rent.
    - c) If the family has switched from paying flat rent to income-based rent because of financial hardship, the family will be given the option at the next annual reexamination whether to choose income-based or flat rent.
- (e) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
- (1) In the case of a rent decrease, the adjustment will become effective, for families paying income-based rent and for families switching from flat rent to income-based rent because of financial hardship, on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above. If the change was not reported in the required time, the change will take place the first of the month following the reported change.
  - (2) In the case of a rent increase, when an increase in income occurs, the increase will become effective the first day of the 2nd month, following the month in which the change was reported.
  - (3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.
  - (4) In the case of a rent increase due to misrepresentation, failure to report a change in the family composition, or failure to report an increase in income, the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- (g) Transfers
- (1) Tenant agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design. Tenant shall be given 7 days' time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.
  - (2) If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.

Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

## VII. Authority Obligations

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the community in a condition that is decent, safe, sanitary, and in good repair;

- (b) To comply with the requirements of applicable building codes, housing codes, Uniform Physical Condition Standards and other HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the premises in a reasonable amount of time;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority;
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year, according to local custom and usage; except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority.
- (i) Reasonable Accommodations for Residents with Disabilities:  
Housing providers must make reasonable accommodations in lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

### **VIII. Tenant's Obligations**

Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit.
- (b) Not to give accommodation to boarders or lodgers;
- (c) Not to give accommodation to overnight guests without advance notice to the Authority. Overnight guest cannot stay more than 14 days consecutive or 30 days cumulative in a calendar year.
- (d) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose
- (e) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner at each site and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (f) To comply with all obligations imposed upon Tenants by applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (g) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter.
- (h) To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (i) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- (j) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.
- (k) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.
- (l) To act, and cause household members or guests to act in a manner that will:
  - (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
  - (2) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition.
- (m) To ensure that all members of the family who are subject to the community service requirement are complying with the community service requirement, or are no longer residing in the unit (Section 12, U. S. Housing Act of 1937).
  - (1) Community service requires that each non-exempt adult resident shall contribute 8 hours per month of community service (not including political activities), or participate in an economic self-sufficiency program for 8 hours per month.
    - a) Exemption is provided subject to specific requirements as described in the housing authority's Admissions and Continued Occupancy Policy, upon verification.

- b) Tenant must immediately notify the housing authority of any change that affects a household member's exemption from the community service requirement, specifically if the household member no longer meets the exemption requirements.
- (2) Noncompliance: The housing authority shall determine annually if non-exempt adult residents are in compliance. This Lease shall not be renewed or extended unless the head of household and the noncompliant adult, before the lease expiration date, enter into an agreement to make up the hours within the next twelve (12) month period.
- (n) To ensure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, or;
  - (2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.), or;
  - (3) Any abuse (or pattern of abuse) of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority.
- (o) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by the Authority.
- (p) To act in a cooperative manner with neighbors and the Authority's Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
  - (1) To not disconnect any smoke alarm in the dwelling unit. Tenant disconnection of any smoke alarm is a health and safety violation.
  - (2) To notify the housing authority immediately when any smoke alarm is not operable.
- (r) To insure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Authority development except in accordance with the Authority's pet policy.
- (s) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on project site.
- (t) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. Tenant shall notify the Authority promptly of known needs for repairs to the dwelling unit and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (u) For Leray Street Tenants: To pay promptly any utility bills for utilities supplied to Tenant by a utility company, and to avoid disconnection of utility service for such utilities.

## **IX. Infestation**

The presence of rodents and/or insects, such as roaches, bedbugs, or fleas, in a unit causes a major health threat to the residents of that unit and to the other residents of the building as well. Tenant acknowledges that he/she will use their best efforts and care to avoid creating any conditions which would introduce, cause or promote the presence of rodents and/or insects in the premises or the community property. A Tenant's infestation prevention responsibilities shall include, but are not be limited to, the following:

- (a) Report infestation immediately;
- (b) Do not feed wildlife or stray animals anywhere on community property;
- (c) Pet food shall be kept in sealed containers inside the unit;
- (d) Pets shall be regularly inspected and treated for fleas and other parasites;
- (e) Tenant shall regularly vacuum and clean premises to maintain health and safety standards;
- (f) Tenant shall not allow trash to accumulate inside or outside the premises and shall remove trash from the premises in a plastic bag and place inside the dumpster and/or trash cans and be sure that lids and doors are closed.

- (g) Tenant shall not place any furniture, clothing or any other items in the premises that were found or retrieved in or around any dumpster or other trash collection site;
- (h) Tenant remains responsible to inspect and ensure that used furniture and clothing is thoroughly inspected for rodents and/ or insects prior to placing said item on the premises;
- (i) WHA recommends that mattresses used or stored in the premises be wrapped or sealed in a mattress cover made of vinyl, plastic or other impervious material that can be sealed.

**X. Defects Hazardous to Life, Health or Safety**

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the obligation of Management and the Tenant are as follows:

- (a) Tenant shall immediately notify housing authority personnel of the damage.
- (b) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (c) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time and Tenant shall accept any replacement unit offered by the Authority. No alternative accommodations will be offered if the damage was caused by Tenant, household members, or guests.

**XI. Inspections**

- (a) Move-in Inspection: The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to Tenant.
- (b) Other Inspections: The Authority will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. In the event conditions exist in the unit that causes the unit, in whole or in part, to fail the inspection, the Tenant will be notified in writing of the deficiencies and it will be expected that these deficiencies are corrected by the tenant within fourteen (14) days or sooner if necessary. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.
- (c) Move-out Inspection: The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. WHA highly recommends that the Tenant and/or representative join in such inspection. In the event that the Tenant refuses to participate in such inspection, the inspection will still be made by the Authority.

**XII. Entry of Premises During Tenancy**

- (a) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (8 AM to 4 PM) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. If a Tenant calls to request maintenance on the unit and the tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- (b) Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times. The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. WHA staff may take photographs of the dwelling unit or surrounding area during an inspection when violations are sighted.
- (c) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

**XIII. Notice Procedures**

- (a) Any notice to Authority shall be in writing, delivered to the Authority's main office, or sent by prepaid first-class mail, properly addressed to:  
 Watertown Housing Authority  
 142 Mechanic Street  
 Watertown, NY 13601
- (b) Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant. Unopened,

canceled, first class mail resumed by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

#### **XIV. Termination of the Lease**

Any termination of this Lease by the Authority must be carried out in accordance with HUD regulations, State and local law, and the terms of this Lease. The Authority shall not terminate or refuse to renew the lease other than for:

- (a) Serious or repeated violations of the Lease. Such serious or repeated violation of the terms shall include but not be limited to:
  - (1) Failure to fulfill the Tenant obligations as described in section VIII of this lease;
  - (2) The failure to pay rent or other payments when due;
  - (3) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 5th business day of the month. Four (4) such late payments within a twelve (12) month period shall constitute a repeated late payment;
  - (4) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations;
  - (5) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
  - (6) Continued noncompliance of the community service requirement, on the part of any non-exempt adult resident.
    - a) Continued noncompliance is defined as the 12-month period after the head of household and noncompliant non-exempt adult has signed an agreement that the noncompliant non-exempt adult shall cure the noncompliance by making up the community service hours in the subsequent 12 months.
    - b) This continued noncompliance will result in eviction of the entire family, unless the noncompliant family member is no longer part of the household.
- (b) Other good cause which will shall include but not be limited to:
  - 1) If the tenant or any member of the tenant's household has, during the current public housing tenancy, become subject to a registration requirement under a state sex offender registration program;
  - 2) Discovery after admission of facts that made the tenant ineligible;
  - 3) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with re-examination of income;
  - 4) Failure to furnish such information and certifications regarding family composition and income as may be necessary for the Authority to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size;
  - 5) Failure to transfer to an appropriate sized dwelling unit based upon family composition, upon appropriate notice by the Authority when such a dwelling unit is available;
  - 6) Failure to permit access the unit by the Authority after proper advance notification for the purpose of performing routine inspections and maintenance, making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists;
  - 7) Failure to abide by the provisions of the Authority's pet policy;
  - 8) If the tenant has breached the terms of a repayment agreement entered into with the Authority;
  - 9) If the tenant or any household member has engaged in or threatened violent or abusive behavior toward Authority personnel. Abusive or violent behavior towards Authority personnel includes verbal as well as physical abuse or violence. Use of racial epithets or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- (c) The Authority shall terminate assistance for persons convicted of or involved in manufacturing or producing methamphetamine on premises of federally-assisted housing.
- (d) In accordance with and as required by the Housing Opportunity Program Extension Act of 1996 and adopted by the WHA Board of Commissioners, the DRUG ABUSE & OTHER CRIMINAL ACTIVITY zero tolerance activities as listed below represent a serious violation of material terms of the lease and are grounds for termination of tenancy (eviction):
  - 1) Drug-related criminal activity *on or off* the WHA premises;
  - 2) Criminal activity or alcohol abuse which interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants or employees of the WHA;Tenant understands that all criminal activity is cause for eviction even in the absence of conviction or arrest. Tenants are responsible and obligated to assure neither they nor any member of their

household or guests or other person under their control will engage in prohibited drug-related or other criminal activities.

The Authority will give written notice of the proposed termination of the Lease of:

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

The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to request a hearing in accordance with the Authority's grievance procedures, if applicable. Tenant may terminate this Lease at any time by giving 30 days written notice. The notice of lease termination may be signed by either the head of household, spouse or co-head. If the tenant does not give the full 30 day notice, the tenant shall be liable for rent up to the end of the 30 day period for which notice was required or the date the unit is re-rented whichever date comes first.

## **XV. Legal Fees**

Tenant shall reimburse the Authority, on demand, for all costs and expenses, including without limitation, reasonable attorneys' fees, whether in connection with: (i) enforcing Tenant's obligations under this Lease; (ii) the termination of this Lease and the eviction of Tenant through summary or other proceedings or for any other relief against Tenant; (iii) recovering any sums due under this Lease or any damages for Tenant's breach of the terms of this Lease; (iv) determining the respective rights and obligations of the parties of this Lease, including but not limited to, by declaratory relief; (v) the defense of any claim against the Authority, or any partner, employee, agent or servant of the Authority arising under this Lease, whether brought by Tenant or a third party in which the claimant does not obtain a final, unappealable judgment of the majority of such claimant's allegations; (vi) any amendment, modification or change in any of the terms of this Lease requested by Tenant or any renewal or extension of this Lease requested by Tenant, and any request or negotiations pertaining thereto, regardless of whether such amendment, modification, change, renewal or extension is actually executed; and (vii) as otherwise provided in this Lease. All such amounts shall be deemed to be additional rent hereunder, and shall be collectible whether incurred before or after the expiration or termination of this Lease. This article, in all respects, shall survive the expiration or other termination of this Lease.

**PART II of the RESIDENTIAL LEASE AGREEMENT:**

THIS AGREEMENT is executed between the Watertown Housing Authority and \_\_\_\_\_  
(herein called the "Tenant") and becomes effective as of this date:

- 1. **Unit:** The WHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need; leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at \_\_\_\_\_ Watertown, NY 13601 (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant's address is: \_\_\_\_\_ Watertown, NY 13601
- 2. **Household Composition:** The Tenant's household is composed of the individuals listed below. All members of the household over age 18 shall execute the lease.

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- 3. **Term:** The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease.
  - 4. **Rent:** Rent in the amount of \$\_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the 5th business day of said month.
  - 5. **Utilities and Appliances: WHA-Supplied Utilities**  
  
 WHA will provide *electric, water, and sewer* at East Hills, Maywood Terrace, Skyline Apartments, Hilltop Apartments, Midtown Towers, and Meadowbrook  
  
 At LeRay Street Apartments, *water and sewer only* are provided by WHA.  
  
 The Authority shall also provide *stove and refrigerator in all apartments*.
  - 7. **Security Deposit:**  
 Tenant agrees to pay \$\_\_\_\_\_.00 as a security deposit. See Part I of this lease for information on treatment of the Security Deposit.
  - 8. **Execution:**  
 By Tenant's signature below, Tenant and household agree to the terms and conditions of Parts I and II of this lease and all additional documents made a part of the lease by reference.

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

Tenant(s):  
 Print Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

**TENANT'S CERTIFICATION**

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

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

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENTS:**

The Authority has provided the tenant with the following attachments and information.

\_\_\_\_\_ Tenant to initial here to confirm receipt of all the following documents:

- |                                |                                  |                       |
|--------------------------------|----------------------------------|-----------------------|
| Part I of this Lease           | House Rules                      | Grievance Procedures  |
| Pet Rules and Regulations      | Parking Rules and Regulations    | Air Conditioner Rules |
| Community Service Requirements | List of Charges (May be updated) |                       |

**WHA OFFICIAL STATEMENT**

I certify that:

- (a) the information given to the Watertown Housing Authority by the household of \_\_\_\_\_ on household composition, income, net family assets, and allowances and deductions has been verified as required by Federal Law;
- (b) the family was eligible at admission;
- (c) the family has certified that it has given our agency accurate and complete information.

WHA Representative \_\_\_\_\_ Date \_\_\_\_\_

Watertown Housing Authority  
142 Mechanic Street  
Watertown, NY 13601

Monday – Friday  
walk-in hours: 8 am – 3 pm  
phone hours: 8 am – 4 pm

There is a 24 hours emergency answering service available for after hour's maintenance emergencies. Please call 782-1251.