

**PUBLIC HOUSING DWELLING LEASE
FUNDAMENTAL PROVISIONS**

LANDLORD: HOUSING AUTHORITY OF THE CITY OF NEW BRUNSWICK
37 Van Dyke Avenue
New Brunswick, NJ 08901

TENANT: _____

UNIT ("Premises") Apartment # _____

LEASED TO TENANT: Address: _____
New Brunswick, NJ 08901

No. of Bedrooms _____

Names of Household Members	Relationship to Tenant	Date of Birth	Social Security #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

BEGINNING DATE OF LEASE TERM _____

BEGINNING MONTHLY RENT \$ _____

_____ Rent is based on income and other information supplied by tenant.

_____ Rent is based on flat rent schedule established for this unit.

SECURITY DEPOSIT \$ _____

COMPLETE DOCUMENT RECEIPT FOR ATTACHMENT

This Lease consists of a total of 9 pages and attachments. By signing this Lease, Tenant hereby acknowledges receipt for all attachments that are listed below.

Housing Authority of the City of New Brunswick

TENANT(S)

By: _____

Name NBHA Representative

Dated: _____

Dated: _____

ATTACHMENTS:

- Grievance Procedure
- Pet Policy

TABLE OF CONTENTS

1. HOUSEHOLD COMPOSITION.....2
 2. LEASE / TERM OF LEASE2
 3. PAYMENTS DUE UNDER THE LEASE.....2
 4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY3
 5. OCCUPANCY4
 6. OBLIGATIONS OF NBHA.....4
 7. OBLIGATIONS OF THE TENANT5
 8. DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY6
 9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS6
 10. ENTRY OF PREMISES DURING TENANCY7
 11. NOTICE7
 12. TERMINATION OF LEASE7
 13. GRIEVANCE PROCEDURE8
 14. WAIVER8
 15. MODIFICATIONS.....8
 16. MISCELLANEOUS8
 17. SURVIVAL.....8
 18. NO WAIVER BY LANDLORD8

The Housing Authority of the City of New Brunswick (“NBHA”), a body corporate and politic organized and existing under the laws of the State of New Jersey, enters into this Dwelling Lease for the above referenced residential premises in reliance upon the representations made to it by the Tenant as to his/her household composition, employment, and income of head of household and members of the household. The NBHA and the Tenant agree to lease the premises according to the following terms and conditions of the lease.

1. HOUSEHOLD COMPOSITION:

Tenant agrees that the persons identified above on page 1 are the only members of his/her household that will reside at the leased premises:

Any addition to the household members listed above requires the advance written approval of the NBHA. This includes Live-in Aids and foster children or adults, but excludes natural births. The NBHA will approve the additions if they pass the screening and appropriate size unit is available.

2. LEASE / TERM OF LEASE:

NBHA hereby rents, demises and leases the premises described above to the Tenant for the following term (subject to earlier termination as hereinafter provided). The term of this Lease shall begin on beginning date of lease term and continue for one year thereafter. At the expiration of that term the lease, unless renewed by the parties signing a Lease Renewal Rider, will become a month-to-month tenancy, with the rest of the Lease remaining the same. Modifications to the lease shall be made pursuant to Section 15 of this lease. Upon agreement of the parties, provisions of this lease may be renewed by incorporation of this document into a lease amendment or rider that sets forth any new or changed provisions of the lease.

3. PAYMENTS DUE UNDER THE LEASE:

The amount of rent is subject to change as determined by NBHA in accordance with federal regulations during the term of the Lease.

(a) Monthly Rent will be due in advance on or before the first day of each month. Payments will be delivered to the NBHA office located at 37 Van Dyke Avenue, or at another address as directed by the NBHA. Payments made as rent will be applied to any outstanding balances that may include rent, utilities, repair charges, or any other balances owed.

(b) **Security Deposit:** Tenant agrees to pay a security deposit which will be paid at the signing of the Lease. The initial security deposit will not exceed one month’s rent.

The security deposit is made to the NBHA as security that the Tenant will comply with all the terms of this Lease. If the Tenant complies with the terms of this Lease, the NBHA will return this deposit within 30 days after the end of the Lease, including any extension. The NBHA may use as much of the deposit as necessary to pay for damages resulting from the Tenant’s occupancy or from the Tenant’s failure to comply with any agreement in this Lease. If this occurs prior to the Lease termination, the NBHA may demand that the Tenant replace the amount of the security deposit used by the NBHA. The NBHA will fully comply with the Rent Security Law (N.J.S.A. 46:8-19 et seq.). This includes depositing the security deposit in an interest bearing account, and notifying the Tenant, in writing, of the name and address of the banking institution where the account is kept. The Tenant may receive any interest that may be due pursuant to N.J.S.A. 46:8-19 et seq., as an annual payment on the anniversary or renewal date of the lease. However, the NBHA policy states that all interest is held until such time as the Tenant vacates the unit.

(c) **A Schedule of Charges** to Tenants for maintenance and repair beyond normal wear and tear shall be posted in the management office. Charges are due and payable on the date stated in the notice in which the charge is made, but not sooner than 14 days after delivery of the notice.

(d) **Late Charges:** All rent not received in full by the 7th of the month will be assessed a late charge of \$25.00. This provision does not create a “grace period”. Late charges are due as part of the rent and payable on the date stated in the notice in which the charge is made, but not sooner than 14 days after delivery of the notice.

(e) **Attorney, Court and Eviction Costs:** Tenant will be charged a fee to cover Court filing costs and reasonable attorney’s fees in the amount of \$50.00 whenever the NBHA incurs costs and attorney fees in connection with legal proceedings in which the Tenant does not prevail in the court action.

Counsel fees and costs will be considered as “additional rent” payable to the NBHA for the purpose of summary dispossess actions.

In the event of an eviction, the Tenant gives the NBHA permission to remove from the unit and then from the public way and store any personal property left in the unit and to dispose

of such property as prescribed by law and agrees that the Tenant will be responsible for the actual costs for removing any personal property from the unit, and any other costs directly associated with the eviction.

In the event of the Tenant's eviction or the termination of the tenancy, the Tenant will remain liable for the payment of rent and costs due to NBHA through date of eviction or the termination of the tenancy.

- (f) **Utilities:** The NBHA agrees to furnish heat, hot water, cold water, gas and electricity. A refrigerator and range will be provided. No charge will be imposed for providing these appliances. The NBHA will not be responsible for failure to furnish utilities by reason of any cause beyond its control. Utilities are to be furnished at least to the extent required by local custom and usage and local and State law. Electricity is that used by standard electrical appliances. An excess utility charge will be imposed on the Tenant for the electricity used by any major Tenant-supplied appliances such as a clothes dryer, air conditioner, freezer, washing machine, etc. These excess utility charges are posted in the management offices of the Authority. The Authority is not responsible for the failure to furnish utilities if the cause is beyond the control of the Authority. Tenant must have written permission from the Authority before Tenant uses an air conditioner, freezer, second refrigerator or other major appliance. Clothes dryers and washing machines are not permitted at Schwartz Homes, Robeson Village and Hoffman Pavilion however those tenants who had permission to have them as of January 1, 2003 may continue to use them.

4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

Tenant agrees that any changes in household composition whereby any persons other than the household members identified in Section 1 of this Lease begin to reside at the leased premises, or any of the persons identified in Section 1 of this Lease discontinue residing at the leased premises, or any change in income of Tenant or household members, must be reported to the NBHA in writing within 10 days of the occurrence of such change, and once each year when requested by the NBHA for recertification. Tenant also agrees to furnish accurate information to the NBHA as to identity, income, and employment of all persons residing upon leased premises. This information shall be used by the NBHA in determining whether the rental should be changed and whether Tenant is still eligible for the particular dwelling unit. Tenant also shall give the NBHA authorization to verify all sources of income. This determination will be made in accordance with the approved Admission and Continued Occupancy Policy in the NBHA's office. Tenant shall be required to give the NBHA a copy of the most recent Federal and New Jersey income tax returns for all adult members of the household or provide an affidavit that no return was filed.

- (a) Rentals fixed in Section 3 hereof or as adjusted pursuant to the above will remain in effect for the period between rent determinations.

Where the Tenant, intentionally or by mistake, has misrepresented or failed to submit to the NBHA any facts required for

the determination of rent, the NBHA may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted by the Tenant. The NBHA shall also have available in such event, at its option, the remedy of termination as provided in Paragraph 12(a)(8) of this Lease. If this Lease is an extension of occupancy by the Tenant under a prior lease or leases with the NBHA, such amount due under the prior lease or leases may be charged and collected as if the same had occurred hereunder.

- (b) In the event of any rent adjustment pursuant to the above, the NBHA will mail or deliver a "Lease Amendment" to the Tenant in accordance with Section 11 hereof. In case of a rent decrease, the adjustment will become effective the first of the month following the change in circumstances, provided that the Tenant has reported such change at least 14 days before the first day of the month following the change. In the case of a rent increase, the adjustment will become effective the first of the next month following the change, unless such date is sooner than the 14th day after delivery of notice to Tenant concerning the change. In that event the change shall take effect on the first day of the second month following the change (unless the rent increase is the result of a change in household composition or income which is not reported within 10 days or results from a finding of a misrepresentation as provided above). The Tenant agrees to be bound by any change determined by the NBHA to be necessary by application of this paragraph.
- (c) If the NBHA in its sole discretion determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs, and a unit of the appropriate size is available, the Tenant shall be offered the other unit and shall move within 30 days unless otherwise authorized by the NBHA. If the Tenant fails to accept the other unit, the NBHA may terminate this Lease pursuant to the appropriate procedures described in this Lease. The Tenant shall not be required to move in cases of verified hardship due to employment or health reasons.
- (d) When the NBHA determines the amount of rent or determines that the Tenant must transfer to another unit based on family composition, the NBHA shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the NBHA determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the NBHA's grievance procedure.
- (e) If the Tenant's income from temporary assistance to needy families (TANF) is reduced due to noncompliance with an economic self-sufficiency [program, work activities requirement, and/ or fraud in the welfare program their rent will not be reduced.
- (f) **Minimum Rent Hardship Exemptions:** The minimum rent is \$50 per month. The NBHA may grant an exemption from the minimum rent provision to any family making a request in accordance with HA policy in writing that is unable to pay that minimum payment because of financial hardship, which shall include:

The family has lost eligibility for, or is awaiting an edibility determination for a federal, state or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and naturalization act who would be entitled to public health benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

The family would be evicted as a result of the implementation of the minimum rent.

The income of the family has decreased because of changed circumstances, including loss of employment.

A death in the family has occurred which affect the family circumstances.

Other circumstances which may be decided by the NBHA on a case by case basis.

All of the above must be proven by the Tenant providing verifiable information in writing to the NBHA prior to the rent being delinquent and before the lease is terminated by the NBHA. If a Tenant requests a hardship exemption under this section, and the NBHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety-day period beginning upon the making of the formal request for the exemption. A Tenant may not be evicted during the ninety-day period for non-payment of rent. In such a case, the Tenant thereafter demonstrates that the alleged hardship is of a long-term nature and not temporary, the NBHA shall retroactively exempt the Tenant from the minimum rent requirement for the ninety-day period past. This paragraph does not restrict nor prohibit the NBHA from taking legal action to evict the Tenant for other violations of the lease.

5. OCCUPANCY:

- (a) The Tenant shall have the right to exclusive use and occupancy of the leased premises. Guests or visitors of the Tenant may be accommodated for no longer than a period of two weeks per visitor. "Guest" means a person in the leased unit with the consent of a household member. The Tenant must notify the NBHA in writing of all overnight guests staying on the premises for more than two nights. The written notice must be given no later than the third day after the guest begins staying at the premises. The notice must indicate the period of time the guest will be staying at the leased premises. If any visit will extend beyond two weeks, the Tenant must notify the NBHA in writing, stating the reasons for the extended visit, which must be authorized in writing by the NBHA.
- (b) Foster Child/Live-in Aide. With the consent of the NBHA, a foster child or a live-in aide may reside in the unit. The NBHA may adopt reasonable policies concerning residence by a foster child or a live-in aide, and in defining the circumstances in which NBHA consent will be given or denied. Under such policies, the factors considered by NBHA may include:
 - (1) Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available.
 - (2) The NBHA's obligation to make reasonable accommodation for handicapped persons.

"Live-in aide" means a person who resides with an elderly, disabled or handicapped person and who is determined to be essential to the care and well-being of the person; is not obligated for the support of the person; and would not be living in the unit except to provide the necessary supportive services.

6. OBLIGATIONS OF NBHA:

NBHA shall be obligated, other than for circumstances beyond its control, as follows:

- (a) To maintain the premises and the project in decent, safe and sanitary condition.
- (b) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) To make necessary repairs to the premises.
- (d) To keep project buildings, facilities and common areas not otherwise assigned to the 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 NBHA.
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant household) for the deposit of garbage, rubbish and other waste removed from the premises by the Tenant in accordance with Paragraph 7 (g).
- (g) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- (h) To notify the Tenant of the specific grounds for any proposed adverse action by the NBHA. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance and repair.

When the NBHA is required to afford the Tenant the opportunity for a hearing under the NBHA's grievance procedure for a grievance concerning a proposed adverse action:

- (1) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with HUD's code of federal regulations 24 CFR sec. 966.4(i)(3) shall constitute adequate notice of proposed adverse action. The notice requirements of 24 CFR sec. 966.4(i)(3) are incorporated into Paragraph 12(b) through 12(f) of this Lease.
- (2) In the case of a proposed adverse action other than a proposed lease termination, the NBHA shall not take the proposed action until the time for Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) until the grievance process has been completed.

- (i) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference into the lease in the NBHA's Office and to furnish such documents to Tenants and applicants upon request. Such schedules, rules and regulations of the NBHA may be modified from time to time provided that the NBHA give 30 Day notice to each affected family setting forth the proposed amendment or change, the reason(s) therefore, and provide the Tenant an opportunity to respond in writing to the amendment or change prior to its becoming effective. This notice will be delivered to the affected family by mail.

7. OBLIGATIONS OF THE TENANT:

Tenant shall be obligated as follows:

- (a) Not to assign the Lease or to sublease or transfer possession of the premises.
- (b) Not to provide accommodations for boarders or lodgers.
- (c) To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in the lease and not to use or permit its use for any other purposes. With the consent of the NBHA, members of the household may engage in legal profit-making activities in the dwelling unit where the NBHA determines that such activities are incidental to primary use of the leased unit for residence by members of the household.
- (d) To abide by necessary and reasonable regulations issued by the NBHA for the benefit and well being of the housing project and the Tenants. These regulations shall be posted in the NBHA office and are incorporated by reference in this Lease. Violation of such regulations constitutes a violation of this Lease; provided, however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provision of this Lease, the provision of the Lease shall govern.
- (e) To comply with all obligations imposed upon Tenants by applicable provisions of New Jersey State law, building codes and housing codes materially affecting health and safety.
- (f) To keep the premises, adjacent grounds and other such areas as may be assigned to Tenant's use in a clean, orderly and safe condition. If authorized in writing by the NBHA, the Tenant may paint or make minor repairs to the premises at his/her expense.
- (g) To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- (h) To use only as intended and in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators. The Tenant shall use all electric, plumbing and other facilities safely, and use no more electricity than the wiring to the premises or feeders to the Building can safely carry. The Tenant shall obey any written instructions of the NBHA for the care and the use of the appliances, equipment, and other personal property on or in the premises.
- (i) To refrain from, and to cause the household and guests to refrain from, destroying, defacing, damaging or removing any

part of the premises or project.

- (j) To act, and cause household members and guests (whether or not such persons' presence on the premises is then known by the Tenant or the Tenant is aware of the conduct of such persons) to act in a manner which is legal, orderly and which will not disturb the neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.
- (k) One Strike Provisions:
 - (1) To assure that no tenant, member of the tenant's household, or guest engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or any drug-related criminal activity on or off the premises;
 - (2) To assure that no other person under the tenant's control engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or any drug-related criminal activity on 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 residents or by employees.

Any criminal activity in violation of the preceding shall be cause for termination of the tenancy, and for eviction from the unit. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802 and New Jersey Statute 2C:35.

The Tenant agrees not to engage in other criminal activity affecting the well being of other NBHA public housing residents or employees while the Tenant is a resident in public housing. Any such criminal activity may also be a cause for termination of the tenancy, and for eviction from the unit.

Violations of this section (k) shall be considered to be a serious breach of the material terms of the lease. A criminal conviction or arrest is not necessary for this lease to be terminated and for eviction proceedings to be instigated. Criminal activity is cause for eviction without arrest or conviction.

- (l). The Tenant agrees to abide by all the provisions of the NBHA Pet Policy, and to keep no dogs, cats or other animals in or on the premises except as permitted by the NBHA Pet Policy and other applicable laws and regulations.
- (m) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas caused by Tenant, Tenant's household or guests, or by Tenant's failure to report needed repairs. Any damage to the premises that is not described in the written report of inspection prior to Tenant's occupancy will be presumed to have been caused by Tenant.
- (n) To permit the NBHA, pursuant to the provisions of Paragraph 10, entrance to the premises for the purpose of performing

periodic inspections, reading utility meters and routine maintenance for making improvements or repairs or to show the premises for re-leasing.

- (o) To promptly report to the NBHA any needed repairs to the Leased premises.
- (p) To refrain from placing fixtures, signs or fences in or about the premises, or making changes or alterations to the premises, without prior revocable permission of the NBHA in writing. The Tenant on demand by NBHA at the Tenant's expense shall remove all changes or additions made without the NBHA's written consent, and the premises shall be returned to its original state and condition.
- (q) To comply with the provisions of any rider attached to and incorporated into this lease.
- (r) To notify the NBHA of any absence from the dwelling unit which exceeds 14 days.
- (s) Tenant and members of Tenant's household shall not possess any firearms, pistol, rifle or shotgun while on Housing Authority property whether in Tenant's apartment or on the Housing Authority grounds unless Tenant is in possession of a valid Firearm Purchaser Identification Card. In addition, tenant will not discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes, but is not limited to BB guns and air-powered rifles and pistols.
- (t) To keep nothing in or on the premises which is flammable, dangerous or might increase the danger of fire or other casualty.
- (u) To park motorized vehicles only in designated parking areas and never on grassy areas; not to display vehicles for sale; not to change oil, wash or make major repairs to such vehicles; to remove inoperative vehicles within 24 hours; to abide by all other provisions of the NBHA parking policy. Tenant shall not park commercial vehicles or school buses on Housing Authority property. Tenant shall not use hoses to wash cars.
- (v) To leave the dwelling unit upon vacating the premises in a clean and safe condition, normal wear and tear excepted, and to return all keys to the NBHA. The Tenant shall remove all of the Tenant's personal property on the termination of the lease. Any property left by the Tenant in or about the premises after he/she vacates will be considered as abandoned and may be disposed of in accordance with Section 12(k)(2) of this Lease as the NBHA sees fit. Reasonable and actual disposal costs may be charged to the Tenant.
- (w) To abide by all provisions of the Quality Housing and Work Responsibility Act of 1998 including, but not limited to the 8 hours of community work per month.
- (x) To abide by any barring notice which prohibits an individual from entering into or onto the premises owned and maintained by the NBHA.
- (y) Tenant shall pay the rent on time. Frequent late rent may be cause for termination of this Lease.
- (z) Truancy. Every Tenant who is a parent or guardian in charge of a child between the ages of 6 and 16 shall cause

that child to regularly attend public or private school. This is a material provision of this Lease. Violation of this provision after notice may be a cause for termination of the Lease.

- (aa) Tenant shall not install any locks on entrance doors. The NBHA must have a key for all entrance door locks.
- (bb) Former Tenants. Tenant will not permit former Tenant of NBHA to sleep overnight in an NBHA unit for any period of time after the former Tenant has been evicted for any violation of this lease involving any activity that creates or results in danger or injury to persons or to NBHA property, or any activity that creates or results in serious or repeated interference with the rights and well being of other Tenants or NBHA employees or their peaceful enjoyment of the premises.

8. DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY:

- (a) The Tenant shall immediately report damages to the NBHA.
- (b) The NBHA shall be responsible for repair of the unit within a reasonable time. If the Tenant, Tenant's household member or guests caused the damage, the reasonable cost of the repairs shall be charged to the Tenant.
- (c) The NBHA shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
- (d) In the event repairs are not made in accordance with subparagraph (b) of this paragraph, or alternate accommodations are not provided in accordance with subparagraph (c) of this paragraph, rent shall be abated in proportion to the seriousness of the damage and loss suffered by the Tenant, provided, however, that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant or the Tenant's household or guests.
- (e) In the event the Tenant claims a rent adjustment under the provisions of this section, he/she shall pay the entire amount of rent due for the period for which a rent adjustment is claimed to the NBHA to be held in escrow pending a decision in accordance with the grievance procedure referred to in Paragraph 13 of this Lease.

9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

- (a) The NBHA and the Tenant or the Tenant's representative shall inspect the premises prior to Occupancy by the Tenant. The NBHA will furnish the Tenant with a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. The NBHA and the Tenant shall sign the statement, and a copy shall be retained by the NBHA in the Tenant's folder.
- (b) At the time the Tenant vacates the unit, the NBHA shall inspect the unit and furnish the Tenant with a written statement of any charges to be made in accordance with paragraph 7 (m). The NBHA shall notify the Tenant of the inspection and the Tenant and/or Tenant's representative may join in such inspection, unless the Tenant vacates the premises without prior notice to the NBHA.

10. ENTRY OF PREMISES DURING TENANCY:

- (a) The NBHA shall, upon advance reasonable notification to the Tenant, be permitted to enter the dwelling unit during the hours of 8:00 a.m. and 8:00 p.m. for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. A written statement specifying the purpose of management entry delivered to the premises at least two (2) days before such entry shall be considered advance reasonable notification; response to requests by Tenants for repairs and services would not require two days notice.
- (b) The NBHA may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists. If the Tenant is visually impaired, all notices must be in an accessible format.
- (c) In the event that the Tenant and all adult members of the Tenant's household are absent from the premises at the time of entry, the NBHA shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

11. NOTICE:

- (a) Except as provided in Paragraph 10, notice to the Tenant shall be in writing and delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling or sent by prepaid first-class mail, properly addressed to the Tenant. If the Tenant is visually impaired, all notices must be in an accessible format.
- (b) Notice to the NBHA shall be in writing, delivered to the NBHA's office at 37 Van Dyke Avenue, New Brunswick, New Jersey, or sent to that office by prepaid first-class mail, properly addressed to the NBHA's office.
- (c) Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service postage prepaid.

12. TERMINATION OF LEASE:

- (a) If there has been a serious or repeated violation of material terms of the lease, the NBHA reserves the right of re-entry that allows the NBHA to terminate this lease and re-enter the premises. This is done through an eviction procedure in the Special Civil Part of Superior Court in New Brunswick to remove the Tenant. The NBHA shall not terminate or refuse to renew this Lease other than for serious or repeated violation of material terms of the lease.
- (b) The NBHA shall give written notice of termination of this Lease of:
 - (1) 14 calendar days in the case of failure to pay rent.
 - (2) A reasonable time commensurate with the exigencies and seriousness of the situation in the case of creation or maintenance of a threat to the health or safety of other Tenants or the NBHA's employees.
 - (3) 30 calendar days in all other cases.
- (c) The notice of lease termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of

the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine NBHA's documents directly relevant to the termination or eviction. When the NBHA is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the NBHA's grievance procedure.

- (d) A notice to quit and demand for possession, which is required by New Jersey State law, may be combined with or run concurrently with a notice of lease termination.
- (e) When the NBHA is required to afford the Tenant the opportunity for a hearing under the NBHA's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice to vacate under New Jersey State or local law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) until the grievance process has been completed.
- (f) When the NBHA is not required to afford the Tenant the opportunity for a hearing under the administrative grievance procedure for a grievance concerning the lease termination, and the NBHA has decided to exclude such grievance from the grievance procedure, the notice of lease termination shall:
 - (1) State that the Tenant is not entitled to a grievance hearing on the termination.
 - (2) Specify the judicial eviction procedure to be used by the NBHA for eviction and state that the procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
 - (3) State whether the eviction is for criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the NBHA, or for any drug related criminal activity on or near such premises.
- (g) The NBHA may evict the Tenant from the unit only by bringing a court action.
- (h) In deciding to evict for criminal activity, the NBHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the prohibited activity. In appropriate cases, the NBHA may impose a condition that family members who engaged in the prohibited activity will not reside in the unit. The NBHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
- (i) Notice to Post Office: When the NBHA evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, the NBHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit. This action will be taken so that the Post Office will terminate delivery of mail for such persons at the unit, and such persons will not return to the development for pickup of the mail.

- (j) The NBHA shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an NBHA grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, records and regulations which are in the possession of NBHA, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records and regulations at the Tenant's expense. A notice of lease termination shall inform the Tenant of the Tenant's right to examine NBHA's documents, records and regulations concerning such Tenant's termination of Tenancy or eviction. If NBHA does not make documents available for examination upon request by the Tenant in accordance with this, NBHA may not proceed with the eviction.
- (k) This Lease may be terminated by the Tenant at any time by giving 30 calendar days advance written notice, to become effective at the end of a month, to the NBHA in the manner specified in paragraph 11 (b). Tenant agrees to leave the dwelling unit in a clean and good condition, normal wear and tear excepted, and to return the keys to Management when Tenant vacates.

13. GRIEVANCE PROCEDURE:

Other than eviction disputes involving a Tenant's criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or NBHA employees, or involving any drug-related criminal activity on or near the premises, all disputes concerning the obligations of the Tenant and residents or the NBHA under this Lease shall be processed and resolved pursuant to the Grievance Procedure of the NBHA which is in effect at the time such grievance or appeal arises. The procedure shall be posted in the NBHA's office and incorporated into this Lease by reference.

14. WAIVER:

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

15. MODIFICATIONS:

Modifications of this Lease must be accompanied by a written rider to the Lease executed by the NBHA and the Tenant, except for rent redeterminations, eligibility for low-rent housing, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules and regulations which are incorporated in the Lease by reference. Matters incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the NBHA's office and shall be furnished to the Tenant upon request. If such schedules, rules and regulations are modified, the NBHA shall give at least a 30-day written notice to each affected Tenant setting forth the proposed modification, the reasons therefore, and provide the Tenant an opportunity to present written comments which shall be considered by the NBHA prior to the effective date of the proposed modification.

16. MISCELLANEOUS:

- (a) **Captions.** Captions or paragraph headings contained in this lease are set forth for convenience of reference only and do not affect the substance of the paragraphs so captioned.

- (b) **Counterparts.** This Lease may be executed in several counterparts, each of which shall be considered to be an original.
 - (c) **Integration.** The parties have read this Lease. The provisions of this Lease, together with any future supplements or amendments, constitute the entire agreement of NBHA and Tenant with respect to the subject matter hereof and there exist no other prior or contemporaneous oral or written agreements with respect to such subject matter. No other changes hereto shall be made except in writing, signed and dated by the Tenant and an authorized representative of NBHA. A Spanish translation of this lease is provided for the convenience of tenants. In any conflict between the Spanish version and the English version of this lease the English version will prevail.
 - (d) **Prior Leases Between Tenant and NBHA.** It is hereby further understood and agreed between the Tenant and the NBHA that the NBHA reserves all rights and remedies to terminate this Lease and/or to make any claim for rent due or other charges or other Lease violations arising under any prior Lease with the Tenant for these leased premises and/or other premises leased by the NBHA, and that such claims may be enforced as if arising under this Lease.
 - (e) **Accommodation of the Handicapped.** A handicapped person shall for all purposes under this lease be provided reasonable accommodation to the extent necessary to provide a handicapped person with an opportunity to use and occupy the unit in a manner equal to that of a non-handicapped person. This paragraph shall constitute notice, as required by 24 CFR sec. 966.7 (b) that the Tenant may at any time during the term or any renewal hereof request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.
 - (f) **Fugitive felon or parole violator.** The Authority 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 is fleeing after violating a condition of probation or parole imposed under Federal or State law.
 - (g) **Amphetamines.** The Housing Authority must immediately terminate the tenancy if the Authority 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.
- 17. SURVIVAL**
- If any agreement or portion of this Lease is invalid or contrary to law, the rest of the Lease shall remain in effect.
- 18. NO WAIVER BY LANDLORD**
- The NBHA does not give up any rights by accepting rent or by failing to enforce any terms of this Lease.