

**THE HOUSING AUTHORITY OF THE COUNTY OF
MCKEAN**

RESIDENTIAL LEASE AGREEMENT

COPY

FOR: _____
UNIT LOCATION

LEASEE (S): _____

DATE: _____

Revised 1/14

SECTION 504

Equal Access Statement

All Tenants receive a copy of their Lease. If you need help understanding the Lease, the Authority will provide assistance. You must contact the Authority to make arrangements.

You can contact the Authority by phone (814) 887-5563, TTD (814) 887-5318, in person, or through written communication to advise us of your request.

For persons with mobility-impairment – A copy of this Lease is kept at our main office located at 415 W. Main Street, Smethport, PA. You **must phone** to arrange to examine your Lease. Please call (814) 887-5563. The office is accessible but we ask that you call first so that a staff person is available to assist you.

For persons with visual impairment – the Authority will provide a staff person to assist a vision-impaired person in reviewing this Lease. Assistance may include: describing the contents of the Lease, reading the Lease or sections of the Lease, providing a large type version of this Lease or providing other appropriate assistance.

All hearings or meetings required by this Lease or the Grievance Procedure will be conducted in an accessible location with appropriate assistance provided such accommodations are requested by the tenant.

COPY

RESIDENTIAL LEASE AGREEMENT TERMS AND CONDITIONS

THIS RESIDENTIAL LEASE AGREEMENT (this "Lease") is between the McKean County Housing Authority, hereinafter called the "Authority," and _____ hereinafter called the "Tenant". Where applicable, the terms and conditions of this Lease will be listed according to the responsibilities of each party.

I. DESCRIPTION OF PARTIES AND UNIT

- A. The Authority, relying upon the representations of Tenant as to Tenant's income, family composition, and needs, hereby Leases to Tenant, upon the terms and conditions hereinafter set forth, the following dwelling unit (hereinafter called "Unit"), subject to the terms and conditions of this Lease.
- B. The Unit is to be occupied exclusively as a private residence, solely for the Tenant and the family members named in this Lease.

Name of Resident (s) Phone Number

Address of Dwelling

Community Name

Initial Rental Amount Security Deposit

Excess Utility Amount

LIST OF FAMILY MEMBERS AS OF

Family Member (s)	Birthday	Relationship	S.S.
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- C. Additions to the Household members named in the Lease including Live-In Aides and foster children, but excluding natural births, require the advance written approval of the Authority. Such approval will be granted only if the new household 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 further agrees to await the Authority's approval prior to allowing additional persons to move into the Leased Unit. Failure on the part of the Tenant to comply with this provision shall be a Lease violation.

- D. Deletions from the household members named in the Lease, due to any reason whatsoever, shall be reported by the Tenant to the Authority. The Tenant must report the deletion in writing, within 10 working days of the occurrence.

II. LEASE TERM AND AMOUNT OF RENT

ALL TENANTS ARE REQUIRED TO MAKE ALL PAYMENTS TO THE HOUSING AUTHORITY BY CHECK OR MONEY ORDER.

- A. Unless otherwise modified or terminated as set forth herein, this Lease shall automatically be renewed for successive terms of one year.
- B. The monthly rent to be paid by Resident, without demand by Management, shall be \$_____ and shall be due and payable on the 1st day of each month beginning _____. The lease term shall extend from _____ to _____. The monthly rent shall remain in effect unless Resident's income or family composition changes and the rent is recomputed in accordance with the required re-determination. Rent shall be paid at the office of Management located at 415 W. Main Street, P. O. Box 3366, Smethport, PA 16749 or 11 Campus Drive, Bradford PA 16701. No cash will be accepted.
- C. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Continued Occupancy Policy. Rent shall remain in effect unless adjusted by the Authority.
- D. When the Authority makes any change in the amount of Tenant Rent, the Authority shall give advance written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is effective. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time.

III. OTHER CHARGES

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

- A. **Maintenance Costs** – labor and materials, for services or repairs due to intentional or negligent damage to the Unit, common areas or grounds beyond normal wear and tear caused by the Tenant, household members or by guests. When the Authority determines that maintenance service is NOT due to normal

wear and tear, the Tenant shall be charged for the cost of such service (labor plus materials) in accordance with the Schedule of Maintenance Charges posted by the Authority. For work not listed on the Schedule of Maintenance Charges, Tenant charges shall be based on the actual cost to the Authority for labor and materials needed to complete the job.

- B. **Excess Utility Charges** – Where utilities are provided, the Authority shall assess a charge for excess utility consumption due to the operation of major Tenant supplied appliances. For these charges, see the Monthly Excess Utilities Charge Sheet.
- C. **Garbage (for residents of South Center and Brookline Court in Bradford)** – garbage is to be put in the dumpsters. The dumpsters are to be used for **garbage bags only**. All garbage bags must be secured tightly. The dumpsters are to be used by **Tenants only**. There will be a charge for any garbage left, outside the apartment, for maintenance to put it in the dumpsters. **Absolutely no furniture of any kind is to be put in the dumpsters.**
- D. **Late Charge** – The Authority shall assess a late charge of \$1.00 a day for every day after the fifteenth (15th) of the month. The Tenant will incur a late charge if the rent is not paid by 4:30 p.m. on the fifteenth (15th) of each month.

Exception to Late Charge Policy: The \$1.00 per day late charge will be waived for those tenants that receive their monthly Social Security Checks after the 15th of the month. Any tenant that receives this exception must provide their Social Security notification letter to the Housing Authority. If the letter is not provided, the exception will not be applied. Other exemptions may be approved at the discretion of the Director of Housing or the Executive Director.

- E. **Returned Check Policy** – The Authority shall assess a bad check charge of \$20.00 for checks returned. Further, any Tenant who has 3 check returned will be notified that they are prohibited from making future rental payments by check. Only money orders shall be accepted.
- F. The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. All charges in addition to Tenant Rent set forth in this section, are treated as Tenant Rent due and owing. Failure to pay such charges is a violation of the Lease.

IV. PAYMENT LOCATION

Rent and other charges shall be paid at either the Housing Authority’s Office at 415 W. Main Street, PO Box 3366, Smethport, PA 16749 or the Housing Authority’s Office at 11 Campus Drive, Bradford, PA 16701.

V. SECURITY DEPOSIT

- A. **Tenant Responsibilities** – Tenant agrees to pay an amount equal to one month’s rent but not more than \$95.00 as a “Security Deposit”. The full amount of the security deposit is due at the time of admission. Upon termination of this Lease, Tenant agrees to notify the Authority of his/her new address, in writing, for refund of the security deposit, if applicable.
- B. **Authority's Responsibilities** – Use of the Security Deposit – The Authority will use the Security Deposit at the termination of this Lease:

1. To be applied towards the cost of repairing any intentional or negligent damages to the Unit caused by the Tenant and/or Tenant's household members, or Tenant's guests.
2. To pay the cost of any rent or other charges owed by the Tenant at the termination of this Lease.

The Security Deposit **MAY NOT** be used to pay rent or other charges while the Tenant occupies the Unit.

No refund of the Security Deposit will be made unless Tenant has submitted a written 30-day notice of intent to vacate the Unit. No refund of the Security Deposit will be made until after the Tenant has vacated, and the Unit has been inspected and provided the conditions above are met.

The return of a Security Deposit shall occur within 30 days of the Unit keys being returned and provided that the conditions of this section are met. The Authority agrees to return the Security Deposit to the Tenant when he/she vacates, less any deductions for any costs indicated above, **provided the Tenant has furnished the Authority with a written forwarding address.** If such deductions are made, the Authority will furnish the Tenant with a written statement of any such costs for damages and/or other charges to be deducted from the Security Deposit.

VI. UTILITIES AND APPLIANCES

- A. **Authority's Responsibilities** – As part of the rent, the Authority will supply water, sewage, electricity, and natural gas for normal household use. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

The Authority will provide a cooking range and refrigerator. Major electrical appliances such as freezers, extra refrigerators, washers, dryers, etc., are permitted at an added monthly cost. (See the Monthly Excess Utilities Charges Sheet) Air conditioners may be used in family Units only with prior approval from the Authority. If the tenant elects to bring their own refrigerator, and it is larger than Authority-supplied refrigerator, they will be charged an excess utility for the difference in size.

- B. **Tenant Responsibilities** – Tenant agrees not to waste the utilities provided by the Authority and to use the utility only for household purposes. For example, washing vehicles is considered wasting utilities. Tenant may not "take in" laundry on behalf of others. Tenant will be surcharged an excess utility consumption charge if it is proven that the Tenant is wasting utilities. Authority will compare similar Unit and family sizes to determine excess consumption.

When the tenant leaves the Unit for any period of time, all unnecessary appliances must be turned off (i. e. televisions, radios, stereos, fans, air conditioners, computers, etc.) If any Authority staff discovers this type of waste, the tenant will be surcharged for excess utilities.

The use of space heaters in the Unit is strictly prohibited unless the space heater is provided by the Housing Authority for emergency heating purposes.

VII. OCCUPANCY

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

- A. **Use and Occupancy of Dwelling** – Tenant shall use and occupy the Unit exclusively as a private dwelling for the Tenant and other household members listed on the Lease.

This section does not exclude the provision of accommodations to Tenant's guests or visitors. Tenant must report any guests or visitors staying for more than three (3) days in any 30-day period. Permission may be given for accommodations to Tenants' guests or visitors for a period not exceeding (30) thirty days. No adult guest may stay more than thirty (30) days in a one-year period.

- B. Roomers and Lodgers shall not be permitted to occupy the Unit, nor shall they be permitted to lodge with the tenant. If any Tenant provides overnight accommodations to any individual(s) for more than three nights in a one-week period without obtaining the permission of the Authority, the Tenant will be considered to be taking in roomers or boarders and be held in violation of the Lease.
- C. Tenant will not be given permission to allow a former Tenant of the Authority who has been evicted or who owes money to the Housing Authority to occupy the Unit for any period.
- D. Mail shall be delivered to the Unit only for persons listed as occupants on this Residential Lease Agreement. Tenant acknowledges and agrees that proof of mail delivery to the Unit for a person not listed on the Lease shall constitute sufficient evidence of unauthorized occupancy and the Lease shall be terminated.
- E. The Tenant shall comply with all laws affecting the use or occupancy of the Unit and with all Federal regulations now or hereafter established or modified.

VIII. ABILITY TO COMPLY WITH THE TERMS OF THE LEASE

IF, during the term of this Lease, any Tenant is no longer able to comply with the material provisions of the Lease by reasons of physical or mental impairment, (e.g. failure to maintain the Unit in a clean, safe and livable condition; being disruptive, abusive, or otherwise interfering with the quiet enjoyment of other Tenants);

AND Tenant cannot make arrangement for someone to aid him/her in complying with the Lease, and the Authority cannot make any reasonable accommodation that would enable the Tenant to comply with the Lease;

THEN, the Authority will refer the Tenant, or third party designated by the Tenant, to the appropriate social service agency in an effort to find housing that is more suitable for the Tenant's needs and move the Tenant from the Unit.

At the time of admission, all Tenants must identify the family members or third party to be contacted if they become unable to comply with the terms of this Lease.

IX. RECERTIFICATIONS

- A. Eligibility for Continued Occupancy – The income, allowances and family composition of each household shall be reexamined within 12 months of the family's move-in date and no less than once each year thereafter. Recertifications determine the tenant's monthly rent, eligibility for continued

occupancy and the required Unit size. The Authority follows all pertinent HUD regulations in its completion of reexaminations.

Only those Tenants who are in full compliance with the terms and conditions of the Lease will be considered eligible for continued occupancy:

- B. **Choice of Rent** – Each year, at the time of the Annual Recertification, the family has the option of selecting the Authority’s established Flat Rent or having their rent based on the amount of their income (Income-Based Rent). At the Recertification, the Authority may assist the family in identifying the rent method that would be most advantageous for the family.

Tenants who opt for the Flat Rent may request to have an Interim Recertification and return to the Income-Based method once during the Lease year for any of the following reasons:

1. The tenant's income has decreased.
2. The tenant's circumstances have changed increasing their expenses for childcare, medical expenses, etc.
3. Other circumstances creating a hardship on the tenant such that the Income-Based method would be more financially feasible for the tenant.

All requests to return to the Income-Based Rent must be submitted in writing.

- C. **Annual Recertifications** – No more than 90 days in advance of the scheduled Annual recertification effective date, the family shall be notified that the Housing Authority is required to verify income sources. All income verification information can only be 90 days, or less, old.

All adult members of the household will be required to sign an Authorization for Release of Information forms (Consent forms), and **all** other forms required for occupancy. The family shall provide all information regarding employment and income data, assets sources, family composition, allowances, and other information deemed necessary. The Authority will send the consent forms to the sources that will verify the family circumstances.

Upon receipt of verification for families selecting the Income-Based Rent, the Authority will determine the family's annual income and will calculate their rent as follows.

The Total Tenant Payment is equal to the highest of:

1. 10% of monthly income; or
2. 30% of adjusted monthly income.

The family will pay the greater of the total tenant payment or the Minimum Rent of \$50.

Prior to signing the Lease Amendment, the family shall select either the Flat Rent or the Income-Based Rent. Each family shall sign a certification as to its rent choice.

- D. **Effective Date of Rent Changes for Annual Recertifications** – The new rent will be effective the first (1st) day of the month set for Annual Recertification, by the Housing Authority, for that development.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the Annual Recertification date. Any reduction will be effective the first of the month after the rent amount is determined.

- E. **Interim Recertifications** – During an Interim Recertification, only the information affected by the changes being reported will be reviewed and verified.

Families are required to report changes to the Authority between Annual Recertifications. If the family's rent is being determined under the Income-Based method, these changes may trigger an Interim Recertification. The family shall report the following changes within ten (10) days of their occurrence unless otherwise noted. Verbal notice to the Authority of income changes does not constitute sufficient notice. All changes must be submitted in writing.

1. All changes in household composition.
2. All increases in income and changes in employment status.
3. Decrease in income expected to last at least 30 days.
4. Increase in allowances or deductions.
5. Exceptional medical expenses (for elderly/disabled only) must be reported within 60 days of services or charge.

For families on Income-Based Rent, the Authority shall conduct an Interim Recertification if it is alleged that the tenant has misrepresented the facts upon which the rent is based. In such cases, any increase in rent shall be made retroactive.

The Authority may conduct, at its discretion, Interim Recertifications when it deems it is in its interest to do so.

Interim Recertifications do not affect Annual Recertification effective dates.

- F. **Special Recertifications**– If a family's income is too unstable to properly calculate Tenant Rent for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the Authority may schedule Special Recertifications every sixty (60) days until the income stabilizes and an annual income can be determined.

- G. **Effective Date of Rent Changes Due to Interim or Special Recertifications** – Unless there is a delay in recertification processing caused by the family, any rent increase will be effective the first day of the month after the 30 day notice is given. If the family causes the delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the Interim Recertification should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

H. Failure to Report Accurate Information - If it is found that the tenant has misrepresented or failed to report to the Housing Authority facts upon which his/her rent is based so that the rent being paid is less than that which should have been charged, **the resulting increase in rent will be retroactive**. Failure to report accurate information is also grounds for lease termination.

I. Changes in Household Composition

1. Tenants are required to report any change in household composition within ten (10) working days of the change. All changes must be submitted in writing.
2. New household members may be added to the tenant's Lease if the new family member has been added as the result of birth, marriage, reconciliation with a spouse, legal adoption, placement of foster children, or award of custody to or by a member of a household on the Lease. The Authority has the right to deny admission to any person found to be ineligible.
 - i. Additions to the household members named in the Lease, except for natural birth, adoptions, and court awarded custody, require that an application for admission be filed with the Authority for any adult 18 years and over who wished to reside in the household, with the exception of a minor who wished to reside in the household. If a minor child of a household member not already listed on the Lease begins to reside there, the Tenant must furnish a Birth Certification, Social Security card and any proof of income within ten (10) days to the office.
 - ii. The new applicant will be screened in accordance with the provisions of the Authority's Admissions and Continued Occupancy Policy before a determination of eligibility/ineligibility is made. The Tenant agrees to abide by the Authority's determination of eligibility/ineligibility. Failure on the part of the Tenant to comply with this provision will result in the Authority terminating the Lease in accordance with Section XVI.
3. **Tenants will not be permitted to allow a former tenant of the Authority who has been evicted or owes money to the Housing Authority to occupy the Unit for any period.**
4. Tenant must provide documentation, as required by the Authority, when reporting that a family member has vacated the household. If the Housing Authority receives word that the vacated family member has returned, it will require at least two documents verifying the new address or other evidence deemed acceptable by the Authority. Utility bills, a driver's license, an automobile registration, voter registration, an employer's verification, or a Lease bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection from Abuse, or a Petition for Legal Separation may also be acceptable.

J. Transfers

In accordance with the Authority's policy regarding transfers:

1. Tenant agrees that if the Authority determines that the size or design of the Unit is no longer appropriate to Tenant's needs, or does not conform to the Occupancy Standards as described in the Authority's Admissions and Continued Occupancy Policies, the Authority may send the Tenant a 60 day Notice of Transfer. Tenant further agrees to accept a new Lease for a Unit of the appropriate size or design.
2. The Authority, if it deems appropriate, may move a Tenant into another Unit if necessary to rehabilitate the Tenant's Unit or to provide proper facilities for disabled persons.
3. If a Tenant makes a written Reasonable Request for special Unit features in support of a documented disability, the Authority shall have the choice to modify Tenant's existing Unit or transfer Tenant to another Unit with the features requested.
4. A Tenant without disabilities that is housed in a Unit with special features must transfer to a Unit without such features should a Tenant with disabilities need the Unit. This provision shall be covered by a Lease Rider executed by the Tenant and the Authority at the time of occupancy.
5. In the case of involuntary transfers, Tenant is required to move into the Unit made available by the Authority and has 15 days time in which to move following the execution of the new Lease. If Tenant refuses to move, the Authority may terminate the Lease in accordance with Section XVI of this Lease.
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until the time to request a Grievance has expired or the procedure has been completed.
7. The Authority will consider any Tenant requests for transfers in accordance with the Admissions and Continued Occupancy Policy.

X. AUTHORITY'S OBLIGATIONS

The Authority shall be obligated:

- A. To maintain the Unit and the property in a decent, safe, and sanitary condition.
- B. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- C. To make necessary repairs to the Unit.
- D. To keep the premises, 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.

- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Tenant as required in Section XI, paragraph M of this Lease, and to provide disposal service for garbage, rubbish and solid waste.
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year.
- H. To notify Tenant in writing of the specific ground for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to: a proposed Lease termination, transfer of Tenant to another Unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's Grievance Procedure for a grievance concerning a proposed adverse action:
 - 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a Notice of Lease Termination that complies with Section XVI (B) and (C) of this Lease shall constitute adequate notice of proposed adverse action.
 - 2. In the case of a proposed adverse action other than a proposed Lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired or (if hearing was requested in a timely manner) the grievance process has been completed.
- I. To provide reasonable accommodations for disabled Tenants as described in this Lease.

XI. TENANT'S OBLIGATIONS

Tenant shall be obligated to the following, which are deemed material conditions of this Lease:

- A. Not to assign this Lease, nor sublet or transfer possession of the Unit.
- B. Not to give accommodation to boarders or lodgers (as defined in this Lease).
- C. Not to give accommodations to guests in excess of three (3) days within a 30-day period without advance written consent of the Authority. Guests may be permitted to stay in the Unit up to 30 days per year with the Authority's approval.
- D. To use the Unit solely as a private dwelling for Tenant and Tenant's household as identified in Part I of the Lease, and not to use or permit its use for any other purpose (E.g. operating a business).

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family provided the accommodation of such persons conforms to the Authority's occupancy standards, and prior written approval has been received from the Authority

- E. To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing property and the tenants which shall be posted in the property office and incorporated by reference in the lease.

- F. To assure that only those persons listed on the most recent Lease or certification form are permitted to occupy the Unit, and to immediately notify the Authority of all changes in household composition.
- G. To ensure that the Tenant, members of his or her household, guests, or other persons who are on the Unit with Tenant's consent, conduct themselves in a manner which will:
 - 1. Not disturb other residents' peaceful enjoyment of their accommodations; and,
 - 2. Be conducive to maintaining all Authority properties in a decent, safe, and sanitary condition.
- H. To assure that Tenant, any member of the Tenant's household, any guest, or any other person under Tenant's control, shall not engage in: Such activity will result in eviction.
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing Unit by other residents or employees of the Authority, or;
 - 2. Any violent or drug-related criminal activity whether 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 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.)
- I. Not to allow any former Tenant of the Authority who has been evicted, or who owes money to the Housing Authority to occupy the Unit for any period.
- J. To abide by necessary and reasonable regulations as declared by the Authority to the Tenants from time to time for the benefit, and well being of the complex and the Tenants. These regulations are incorporated by reference in this Lease, and shall be posted in a conspicuous manner in the Housing Authority's office. Violation of such regulations constitutes a violation of the Lease.
- K. To use, only in a reasonable manner, all electrical, water, sanitary, heating, ventilating, air-conditioning, and other facilities.
- L. To pay reasonable charges for repair of damages, other than normal wear and tear, to the Unit, property buildings, facilities or common areas caused by the Tenant, his/her household members or guests, or by Tenant's failure to report needed repairs in a timely manner. **TENANT SHALL PROMPTLY NOTIFY THE AUTHORITY OF KNOWN NEED FOR REPAIRS TO THE UNIT and of known unsafe or unsanitary conditions in the Unit or in common areas and grounds of the Property.** Charges will be in accordance with the Schedule of Maintenance Charges. Any damage to the Unit, which is not described in the written report of inspection signed or initialed by the Tenant prior to Tenant's occupancy, will be presumed to have been caused by Tenant.

The Tenant is required to report any incident of vandalism or damage to the Unit to the Authority or police department. The Tenant must notify the Authority or Police immediately and, if possible, identify the person(s) involved. Failure to notify the Authority or the police concerning damage to their Unit may result in Tenant liability for the cost of the repairs.

- M. To keep the Unit and such other areas as may be assigned to the Tenant for his/her exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant directly in front of the Unit free from hazards, trash, snow, and ice, and keeping the yard free from debris and litter. Exemptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.
- N. To dispose of all ashes, garbage, rubbish, and other waste from the Unit in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of the Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- O. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of the Unit or premises.
- P. 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.
- Q. To make no alterations or repairs or redecoration to the interior or exterior of the 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 adhesive picture hangers, or fasteners in or on any part of the Unit. In addition, Tenant shall not:

1. Apply contact paper, cork tiles, or mirror tiles to any interior surface area, fixture, or appliance in the Unit;
 2. Install any floor coverings, such as carpet, tile, linoleum, or sheet vinyl that require glue, nails, or adhesives to be applied to the existing floor of the Unit. The Tenant may be permitted to lay loose carpeting over existing floor surfaces.
 3. Deface the exterior or interior surfaces of any appliance provided by the Authority.
- R. To give prompt prior notice to the Authority of Tenant's leaving the Unit unoccupied for any period exceeding one calendar week. Said notice shall not render the Authority responsible for any personal property of any nature or description left in or on the Leased Unit during the Tenant's absence.
 - S. To refrain from, and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner towards neighbors and/or Authority staff.
 - T. Weapons:
 1. Not to display or use, or allow members of the Tenant's household or guests to display or use any firearms, BB guns, pellet guns, sling shots, paintball guns, other offensive weapons, or paraphernalia as defined by the laws and courts of the Commonwealth of Pennsylvania in a manner that endangers life or property.

2. All firearms stored on the Unit must be secured in a locked gun cabinet or locked storage container. Key type trigger locks will also be considered as an acceptable means of securing weapons. All firearms must be unloaded when stored.
 3. Tenant shall provide the Authority with a copy of any applicable permit or registration required by State or Federal Law for any weapon or firearm kept on the premises.
 4. All firearms must be registered with the Authority office, complete with description and serial number.
- U. To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile flammable materials upon the Unit. All combustible fluids such as gasoline, kerosene, oil, lighter fluid, and propane tanks must be kept outside.
- V. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the Unit.
- W. To refrain from erecting or hanging radio or television antennas on or from any part of the Unit.
- X. To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission from the Authority.
- Y. Tenant and members of Tenant's household are prohibited from keeping pets EXCEPT as provided in the Authority's Pet Policy unless a verified disability warrants the possession of a service animal or companion animal. A copy of the policy will be provided with this Lease or upon request. The policy will be reviewed with the Tenant prior to execution of this Lease.
- Z. To remove from Authority property any vehicles without current license tags and valid inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. **AUTOMOBILE REPAIRS ARE NOT PERMITTED ON THE PROPERTY SITE.**

Inoperable or unlicensed vehicles, vehicles leaking fluids, vehicles without valid inspection stickers or tags, or any vehicles parked in unauthorized areas as described above will be removed by the Authority at the Tenant's expense.

- AA. To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the Unit. Property left in the Unit shall be considered abandoned and will be disposed of by the Authority. Costs for disposal of property left in the Unit shall be assessed against the Tenant. The Authority assumes no responsibility or liability for any personal property remaining on the premises or in the Unit.
- BB. To use reasonable care to keep the Unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors.

The Tenant shall cooperate fully in any Authority pest control efforts. If infestation occurs and goes unreported, resulting in a more severe problem, tenant will be charged the cost of extermination.

Tenants will not be charged for any bed bug eradication services.

- CC. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- DD. To comply with the provision of any rider attached to and incorporated in this Lease; such rider may include provisions requiring the Tenant to perform certain specified seasonal maintenance or other maintenance tasks as permitted by the nature of the design and construction of the building, provisions requiring non-disabled persons living in accessible Units to move to a non-accessible Unit, etc.
- EE. Not to commit any fraud in connection with any Federal housing assistance program; and not to receive assistance for occupancy of any other Unit assisted under any Federal housing assistance program during the term of the Lease.
- FF. Tenants may not keep or ride any all-terrain vehicles, dirt bikes or snow mobiles on Housing Authority property.
- GG. Tenants may not accumulate gasoline/kerosene/oil powered equipment on Housing Authority property unless it is for the specific use of maintaining property assigned to the tenants by the Housing Authority.
- HH. Waterbeds are not permitted in any Public Housing Unit.
- II. It is the responsibility of the Tenant to check smoke detectors in their Units regularly to insure proper working condition and to install batteries as needed. The Authority will check detectors and batteries at the time of any Inspection. Defacing or destroying smoke alarms is a fire and safety hazard and shall result in Lease termination.
- JJ. Community service is a requirement under Congress if you are determined eligible. For those members who are required to perform Community Service, you must perform 8 hours of community service per month you are deemed eligible. Violation of the community service requirement is ground for non-renewal of the Lease at the end of the twelve-month Lease term, but not for termination of tenancy during the twelve-month Lease term.
- KK. Minor children are not permitted to cause annoyances or disturbances to other Tenants or to deface or damage property. The Head of Household shall be held responsible for the conduct of children on their Lease, and the cost of all damages caused by them will be charged to the Tenant.
- LL. Smoking is prohibited in any McKean County Housing Authority property. Smoking is prohibited inside any Housing Authority structure and within 25 feet of all main entrances.
- MM. Tenant may receive cable or satellite services from the provider of their choosing using currently-existing equipment; however, Tenant may not mount any new or additional cable or satellite equipment on Authority property.

XII. PROFIT MAKING ACTIVITIES

Tenants will be permitted to conduct legal profit-making activities in their residence so long as the activity is incidental to primary use of the Unit as a residence for members of the household. Permission must be obtained from the Authority, in writing, prior to undertaking such profit-making

activity. Any income derived from profit-making activities must be reported to the Authority for purposes of determining rent.

XIII. DEFECTS WHICH OCCUR CAUSING HAZARDS TO LIFE, HEALTH OR SAFETY

In the event that the Unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants (e.g. fire, floods, or other natural disasters.):

A. Authority Responsibilities

1. The Authority shall be responsible for repair of the Unit within a reasonable period of time after receiving notice from the Tenant provided, if the damage was caused by the Tenant, Tenant's household, members or guests, the reasonable cost of the repairs shall be charged to the Tenant.
2. The Authority shall offer standard, alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable period. The Authority is not required to offer Tenant a replacement Unit if Tenant caused the hazardous condition.
3. Tenant shall accept any replacement Unit offered by the Authority.
4. In the event the Authority cannot make repairs as described above, and the Unit is determined to be uninhabitable, and alternative accommodations are unavailable, the Housing Authority will assist the tenant with finding new housing to accommodate their family. This Lease and rent charges, other than repair costs for Tenant caused damages deemed rent due and owing, will cease as of the date that the Unit became uninhabitable.

B. Tenant Responsibilities

1. The Tenant shall immediately notify the Authority, in writing, of the damage and intent to abate rent when the damage is or becomes sufficiently severe that the Tenant believes he/she is justified in abating rent. Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

XIV. INSPECTIONS

- A. **Pre-Occupancy Inspection** – The Authority and the Tenant will be obligated to inspect the Unit prior to occupancy by the Tenant. The pre-occupancy inspection report will be kept in the Tenant's file. Deficiencies noted on the inspection report requiring repair will be corrected by the Authority, at no charge to the Tenant. If the tenant does not participate in pre-occupancy inspection, they are required to provide a written list of any deficiencies within the first 10 days of occupancy.
- B. **Termination Inspection** – The Authority will inspect the Unit at the time Tenant vacates the Unit and give the Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or his representative may join in such inspection, unless the Tenant vacates without notice to the Authority.

- C. **Other Inspections** – The Tenant shall comply with other inspections deemed necessary by the Authority (for example, Regular Inspections, Annual Inspections, Special Inspections, etc.). These inspections are detailed in the Authority’s Admissions & Continued Occupancy Policy.
- D. **Tenant Notification:** All tenants will be given a written notice of any inspection unless it is an emergency situation.

XV. ENTRY OF UNIT DURING TENANCY

A. Tenant Responsibilities

- 1. Tenant agrees that the duly authorized agent, employee, or representative of the Authority will be permitted to enter Tenant's Unit during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, or inspecting the Unit, upon notice as required below.
- 2. When Tenant calls to request maintenance on the Unit, the Authority shall attempt to provide such maintenance at a time convenient to the Tenant. If Tenant is absent from the Unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

B. Authority Responsibilities

- 1. The Authority is permitted to enter the Unit during reasonable hours upon twenty-four (24) hours advance written notice to the Tenant. Response to requests by Tenants for repairs and services would NOT require notice.
- 2. The Authority may enter the Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- 3. In the event that the Tenant and all adult members of the household are absent from the Unit at the time of entry, the Authority shall leave in the Unit a written statement specifying the date, time and purpose of entry prior to leaving the Unit.

XVI. NOTICE PROCEDURES

- A. **Tenant Responsibility** – Any notice to the Authority must be in writing, delivered to the Housing Authority’s Office.
- B. **Authority Responsibility** – Notice to the Tenant must be in writing. At the Authority's discretion the Notice can be: (i) hand delivered to the Tenant or to an adult member of the Tenant's household residing in the Unit; (ii) sent by prepaid first-class mail; (iii) posted upon the Unit as provided by State Law; or any combination of the three.
- C. Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service, postage prepaid.

- D. Return receipt for Registered or Certified mail shall be sufficient evidence that notice was given, whether signed or unsigned.
- E. Unopened, cancelled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given.
- F. If Tenant is visually impaired, all notices must be in an accessible format.
- G. Eviction notices will be hand delivered by Authority representatives and either given to an adult member of the household or taped to the main entrance door. The Authority will follow the accepted form of eviction notice delivery as outlined in the Pennsylvania Tenant-Landlord Act, as amended.

XVII. TERMINATION OF THE LEASE

The PHA may terminate the tenancy only for:

- A. Serious or repeated violation of material terms of the lease, such as the following:
 - 1. Failure to make payments due under the lease;
 - 2. Failure to fulfill household obligations, as described in Section XI Tenant Obligations of this Lease;
- B. Being over the income limit for the program, as provided in 24 CFR 960.261.
- C. Other good cause. Other good cause includes, but is not limited to, the following:
 - 1. Criminal activity or alcohol abuse as provided in paragraph (1)(5) of this section;
 - 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 reexamination of income;
 - 4. Failure of a family member to comply with service requirement provisions of part 960, subpart F, of this chapter – as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month lease; and
 - 5. Failure to accept the PHA’s offer of a lease revision to an existing lease with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
 - 6. Discovery 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.
 - 7. Discovery that 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 place from which the individual flees (or, 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.
- D. Such serious or repeated violation of material terms shall include but not be limited to:
 - 1. The failure to pay rent or other charges when due.
 - 2. Failure to comply with the housekeeping standards established by the Authority.
 - 3. Serious or repeated interference with the rights of staff or other Tenants.

4. Misrepresentation of family income, assets, or composition, or failure to report changes in family income, assets, or composition as required by this Lease.
5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process Annual Recertifications or Interim Recertifications. Three (3) such Lease Termination Notices in a 12 month period shall not be permitted. The 3rd Failure to Return Paperwork Notices is the FINAL notice and Tenant will be evicted.
6. Serious or repeated damage to the Unit, creation of physical hazards in the Unit, common areas, grounds, or parking areas of the property site.
7. Any criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing Unit by other residents, or any violent or drug related criminal activity, whether on or off Authority property, will be subject to Lease termination. Drug-related criminal activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of any controlled substance (including methamphetamine).
8. Evidence that any family member and/or guests have been involved in drug activity on or off premises.
9. Illegal weapons or drugs are seized in the Unit by a law enforcement officer.
10. More than one fire in an Authority-owned unit caused by carelessness or unattended cooking.
11. Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the Unit by other residents.
12. Determination or discovery that a resident is a current registered sex offender.
13. Any other good cause, including a determination that Tenant's actions have become a threat to the health and safety of themselves, other tenants, or staff.
14. Failure to comply with Housing Authority's Pet Policy.

E. **Notice of Lease Termination** – The Authority shall give written Lease Termination Notices for any breach of the Lease. The number of days given for the tenant to vacate the Unit adhere to the Pennsylvania Tenant Landlord Act and are as follows:

1. Fourteen (14) days in the case of failure to pay rent;
2. A reasonable period of time considering the seriousness of the situation (but not to exceed 30 days):
 - If the health or safety of other residents, Authority employees, or person residing in the immediate vicinity of the premises is threatened; or

- If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
 - If any members of the household have been convicted of a felony;
3. Thirty (30) days in any other case, except that if a State or local laws allows a shorter notice period, such shorter period shall apply.
 4. The Notice of Lease Termination to the tenant shall state specific grounds for termination, and shall inform 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 Authority documents directly relevant to the termination or eviction. When the Authority is required to offer Tenant the opportunity for a grievance hearing, the Notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's Grievance Procedure.
 5. When the Authority is required to offer Tenant the opportunity for a grievance hearing under the Authority's Grievance Procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any Notice to Quit under 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) the grievance process has been completed.
 6. When the Authority is not required to afford the Tenant the opportunity for a hearing under the Grievance Procedure for a grievance concerning the lease termination, and the Authority has decided to exclude such grievance from the grievance procedure, the notice of lease termination under this section shall:
 - a. state that Tenant is not entitled to a grievance hearing on the termination;
 - b. specify the judicial eviction procedure to be used by the Authority for eviction of the tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and
 - c. state whether the eviction is for a criminal activity that threatens health, safety or right to peaceful enjoyment of other residents or employees of the PHA; any violent or drug-related criminal activity on or off such premises; or any criminal activity that resulted in felony conviction of a household member.

XVIII. WAIVER

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

XIX. CHANGES AND NEW LEASES

- A. Modification of this Lease must be accompanied by a written amendment or rider to the Lease executed by both parties, except for matters involving rent determinations and posted policies, rules, regulations, and fee schedules. The Authority reserves the right to change this Lease from time to time, at its option.
- B. The Authority shall provide at least 30 days written notice to the Tenant setting forth any proposed changes in the Lease. Tenant shall have an opportunity to present written comments, which, subject to the requirements of law, shall be taken into consideration by the Authority.

XX. GRIEVANCE PROCEDURE

All disputes concerning the obligations of Tenants or appeals arising under this Lease, shall be resolved in accordance with the Authority's Grievance Procedure in effect at the time such dispute or appeal arises. The procedures are posted in the Authority's office.

XXI. PROTECTIONS FOR VICTIMS OF ABUSE

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the tenancy or occupancy rights of the victim.
2. 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, shall not be cause for termination of tenancy or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
3. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State, or local law to the contrary, the Authority may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove or terminate occupancy rights of any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, or termination of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases.
4. Nothing in this section may be construed to limit the authority of the Authority, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
5. Nothing in this section limits any otherwise available authority of the Authority to evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the Authority does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking, to a more demanding standard than other tenants in determining whether to evict.

6. Nothing in this section may be construed to limit the authority of the Authority to evict any tenant if the Authority can demonstrate an actual and imminent threat to other tenants, or to those employed at or providing service to the property, if the tenant is not evicted.
7. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

IN WITNESS WHEREOF, the parties execute this Residential Dwelling Lease this _____ day of _____, _____.

By: Tammy Emerson, Director of Housing Management
REPRESENTATIVE OF THE MCKEAN COUNTY HOUSING AUTHORITY

RESIDENTS:

COPY

ADDENDUM NO. 1

LEASE RIDER

NON-DISABLED RESIDENTS IN AN ACCESSIBLE UNIT

Because accessible housing units represent a very scarce resource, it is the Authority's policy to make such units, to the maximum extent possible, available to residents or applicants with a demonstrated need for accessible features. **Therefore, in the event a family with a disability needs the features of the unit, non-disabled residents that are assigned to an accessible unit will be required to transfer at their own expense to a non-accessible Unit when one becomes available.**

I hereby certify that I have read this Lease rider and understand the Authority's policy concerning occupancy of accessible Units.

Authority Signature

Date

Head of Household

Date

Tenant

Tenant

Tenant

Tenant

Tenant

(_____) *Check here if Lease Rider is not applicable*

ADDENDUM NO. 2 PARKING POLICY

The parking policy varies depending on the location of your unit. The policy for each building is as follows:

Units:

Allegany Apartments – Eldred: Each unit is given a parking space numbered according to your apartment. Any and all visitors must park in the visitor parking and not occupy any tenant parking for any period.

Cris Drive – Eldred: Each unit has their own driveway and can park as many cars as needed in the driveway.

Helmer Hall, Vanderhule and Mill Street – Port Allegany: Each unit is given a parking space numbered according to your apartment. Any and all visitors must park in the visitor parking and not occupy any tenant parking for any period.

Brooklynside – Port Allegany: Each unit is given 2 parking spaces according to the location of their unit. There is no designated visitor parking. Please make sure your visitors are not parking in tenant spaces for any period.

Center Hall – Smethport: Each unit is given a parking space numbered according to your apartment. Any and all visitors must park in the visitor parking and not occupy any tenant parking for any period.

Phillips Street – Mt. Jewett: Each unit has their own driveway and can park as many cars as needed in the driveway.

Welsh Street – Kane: Each unit has their own driveway and can park as many cars as needed in the driveway.

Fosterview – Bradford: Each unit is given a parking space numbered according to your apartment. Any and all visitors must park in the visitor parking and not occupy any tenant parking for any period.

Brookline Court, South Center – Bradford: Parking is limited and there is 1 assigned parking spot per unit. Any and all visitors must park in the visitor parking and not occupy any tenant parking for any period.

Jenny L Manor, Medberry Manor, Page Place, Dickinson Manor, The Abbie and Riley Road: If a tenant has a vehicle, each tenant is given a parking space numbered according to your apartment. Any and all visitors must park in the visitor parking and not occupy any tenant parking for any period.

Hi-Rise – Bradford: If a tenant has a vehicle, and space is available, a parking space will be assigned to you. You will need to contact the management office to register your vehicle and get an assigned space. All others must park on the street.

PET POLICY

1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Service/Companion Animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

2 PETS IN Housing MANAGED BY MCKEAN COUNTY HOUSING AUTHORITY

The McKean County Housing Authority allows for pet ownership in its developments with the **written pre-approval** of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the McKean County Housing Authority harmless from any claims caused by an action or inaction of the pet.

3 Approval

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request.

Registration must show type of pet, recent picture, name, age, license number and current inoculation information, name and address of pet's veterinarian, and emergency contact information. The registration must be renewed annually and will be coordinated with the annual recertification date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

4 REFUSAL TO REGISTER PETS

The Housing Authority will refuse to register a pet if:

- The pet is not a *common household pet* as defined below
- Keeping the pet would violate any pet restrictions listed in the policy
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually
- The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order
- The Housing Authority reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

- If a Resident is on minimum rent, or minimum rent exemption, they will be denied registration admission.
- If a Resident is in arrearage on rent or other charges, resident will be denied registration admission.

If the Housing Authority refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the grievance procedures.

5 PET AGREEMENT

Residents who have been approved to have a pet must enter into a pet agreement with the Housing Authority, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of the pet policy, that he or she has read the policies, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with the pet policy may result in the withdrawal of Housing Authority approval of the pet or termination of the tenancy.

6 TYPES AND NUMBER OF PETS

The McKean County Housing Authority will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, or fish in aquariums or a turtle will be allowed in units. Common household pets do not generally include reptiles (except turtles); any reptiles need prior approval from the Housing Authority. There will be no snakes allowed. Because of the smell, ferrets will not be allowed. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

Dogs must be no less than six (6) months old, spayed or neutered and completely housebroken.

Cats must be no less than six (6) months old, spayed or neutered, front claws removed and must be litter box trained.

No animal may exceed twenty-five (25) pounds in weight or 1 foot in height projected to full adult size.

Only one pet per unit will be allowed except with the following exceptions, two birds, or two mice, or two gerbils/hamsters/guinea pigs of the same sex and any number of fish in a tank not to exceed a 20-gallon tank.

Any animal deemed by the Housing Authority to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

7 INNOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the McKean County Housing Authority to attest to the inoculations.

8 PET DEPOSIT

Dog/Cat

A pet deposit of **\$95.00** is required at the time of registering a cat or dog. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage.

A monthly fee of **\$5.00** will be charged for *cats and dogs*.

A one-time \$50.00, non-refundable administrative fee will be required for a cat or dog.

All other animals

A \$50.00 pet deposit for any one or two birds, mice, gerbils, hamsters, guinea pigs, rabbits and turtles of the same sex and fish in aquariums. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage.

A monthly fee of \$5.00 for fish tanks.

A one-time \$25.00, non-refundable administrative fee for any one or two birds, mice, gerbils, hamsters, guinea pigs, rabbits and turtles of the same sex and fish in aquariums.

9 FINANCIAL OBLIGATIONS OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. In addition, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the McKean County Housing Authority reserves the right to exterminate and charge the resident.

10 NUISANCE OR THREAT TO HEALTH AND SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or McKean County Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

11 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times, when outside the unit (no outdoor cages may be constructed or pet doors installed). Pets will be allowed only in designated areas on the grounds of the property if the McKean County Housing Authority designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of Service/Companion Animals, no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, hallways or office in any of our sites, for any extended period of time.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/(building(s)). This shall be implemented based on demand for this service.

12 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 12 hours. If the pet is left unattended and no arrangements have been made for its care, the Housing Authority will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Any pet owner that owns a bird must keep the bird caged at all times. No bird will be allowed to fly around the leased property.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner. Litter shall not be disposed of by being flushed down a toilet or be placed in trash chutes. If a tenant does throw the waste in the trash chute, there will be a \$50.00 charge for maintenance to clean it up.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet cause's harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

13 VISITING PETS

Pets that meet the size and type criteria outlined above may visit the neighborhood/buildings where pets are allowed for up to two weeks with McKean County Housing Authority approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

14 REMOVAL OF PETS

The McKean County Housing Authority, or an appropriate community authority, shall require the removal of any pet from a dwelling unit if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the neighborhood or of other persons in the community where the unit is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the McKean County Housing Authority has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

McKean County Housing Authority Grievance Policy

Public Housing Grievance Procedure

The McKean County Housing Authority (“MCHA”) has put a grievance procedure in place through which residents of public housing are provided an opportunity to grieve any MCHA action or failure to act involving the lease or MCHA policies which adversely affect their rights, duties, welfare, or status.

The grievance procedure will be available for review at the MCHA office and will be incorporated by reference in the Public Housing tenant lease.

1. STATEMENT OF PURPOSE AND SCOPE

This Policy sets forth the requirements, standards and criteria for a grievance procedure to assure that an MCHA tenant is afforded an opportunity for a hearing if the tenant disputes within a reasonable time any MCHA action or failure to act involving the tenant’s lease with the MCHA or MCHA regulations which adversely affect the individual tenant’s rights, duties, welfare or status.

APPLICABILITY

Potential grievances will address most aspects of MCHA’s operation. However, there are some situations for which the grievance procedure is not applicable.

The grievance procedure is applicable only to individual tenant issues relating to MCHA. It is not applicable to disputes between tenants not involving the MCHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of MCHA.

MCHA may evict a tenant through the state/local judicial eviction procedures without providing the opportunity for a hearing under this grievance procedure in certain circumstances described below:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the McKean County Housing Authority
- Any violent or drug-related criminal activity on or off such premises
- Any criminal activity that resulted in felony conviction of a household member

2. DEFINITIONS

There are several terms used in this grievance policy, which take on specific meanings:

- **Grievance** – any dispute which a tenant may have with respect to Housing Authority action or failure to act in accordance with the individual tenant’s lease or Housing Authority regulations which adversely affect the individual tenant’s rights, duties, welfare or status.

- **Complainant** – any tenant whose grievance is presented to the Housing Authority or at the project management office.
- **Elements of Due Process** – an eviction action or termination of tenancy in a State or local court in which the following procedural safeguards are required;
 - Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
 - Right of the tenant to be represented by counsel;
 - Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
 - A decision on the merits.
- **Hearing Officer/Panel** – a person/panel selected in accordance with HUD regulations to hear grievances and render a decision with respect thereto.
- **Tenant** – the adult person (or persons) (other than a live-in aide)
 - Who resides in the unit, and who executed the lease with the Housing Authority as lessee of the dwelling unit, or, if no such person now resides in the unit,
 - Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

3. SELECTION OF HEARING OFFICER

A grievance hearing shall be conducted by an impartial person or person appointed by MCHA, other than a person who made or approved the PHA action under review or a subordinate of such person.

4. PROCEDURES

MCHA's grievance procedure, which is described in more detail below, will generally include (a) written notice of adverse decision, (b) informal settlement meeting with property manager, and (c) grievance hearing before grievance officer:

- a. An adverse decision will be conveyed in writing, advise the tenant of the right to request an informal settlement meeting, and include a form for requesting an informal settlement meeting.

- i. A tenant will have 7 days to request an informal settlement meeting with the Property Manager.
- b. An initial informal settlement meeting with the Property Manager.
 - i. The informal settlement meeting should take place within 7 days of the date the tenant's request is received.
 - ii. The informal settlement meeting will typically take place in the office of the Property Manager.
 - iii. After the informal settlement meeting, a written summary of discussion will be prepared within 10 business days.
 - iv. A copy of the written summary will be given to the tenant and one retained in the MCHA's tenant file.
 - v. The written summary will specify the names of the participants, date(s) of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and specify the procedures by which a hearing may be obtained if the complainant is not satisfied.
 - vi. After receiving the written summary, the tenant may submit a written request for a hearing to MCHA within 10 business days after receipt of the summary of discussion.
 - i. A request for grievance hearing must be in writing and specify:
 1. The reason for the grievance; and
 2. The action or relief sought.
- c. If the complainant does not request a grievance hearing in writing, then the MCHA's disposition of the grievance will become final.
- d. If a tenant does request a grievance hearing in writing, then the following procedure will be followed:
 - i. Before the hearing.
 1. MCHA will confirm that the informal settlement meeting took place, or determine whether there is good cause why it did not take place.

NOTE: If the informal settlement meeting did not take place and there is no good cause why it did not take place, the tenant is not entitled to a grievance hearing.

2. MCHA will collect an appropriate escrow payment.

NOTE: MCHA may waive the escrow requirement for hardship.

3. If the requirements related to informal hearing, written request, and escrows are satisfied, then MCHA will promptly schedule a grievance hearing.

NOTE: A grievance hearing may be expedited under certain circumstances.

4. A scheduling letter will notify the Complainant of the date, time, and place for a hearing and advise the tenant that:

- a. Relevant documents are available for examination.
- b. Complainant has right to an attorney or representative.
- c. Complainant has the right to a private hearing.
- d. Complainant has the right to present evidence and argument, controvert evidence, and cross-examine all witnesses on whom MCHA or the property manager rely.
- e. The grievance hearing shall be conducted informally.
- f. Complainant must make a showing that he or she is entitled to relief.

ii. Hearing Procedures

1. If tenant fails to appear, the hearing officer may postpone the hearing or determine that tenant has waived his rights.
2. If both parties appear, the Hearing Officer will conduct the hearing in a manner that provides for the rights set forth in the preceding section.

iii. After the hearing.

1. The Hearing Officer will issue a decision based solely and exclusively on the evidence presented at the hearing.
2. A written decision will state the decision and the reasons for the decision.

3. The tenant does not waive his right to a trial *de novo* or judicial review by participating on the grievance process.
- iv. The Hearing Officer's decision is binding on MCHA unless the MCHA Board of Directors determines, and notifies the complainant of its determination, that: 1) the grievance does not concern an MCHA action or failure to act in accordance with or involving the complainant's lease or MCHA regulations, which adversely affect the complainant's rights, duties, welfare or status; or 2) the decision of the hearing officer or hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and MCHA.

From March 1, 2014 through March 31, 2014, MCHA gave its tenants and resident organizations a 30 day notice of the proposed changes to the grievance procedure, and provided an opportunity to submit written comments. This grievance procedure was adopted on January 23, 2014.

APPENDIX OF FORMS

1. Notice of adverse decision.
2. Request for informal settlement meeting.
3. Summary/decision (for informal settlement meeting).
4. Request for grievance hearing.
5. Scheduling letter (for grievance hearing).
6. Hearing officer's decision.