

RESIDENTIAL HOUSING LEASE
Entered between the LANDLORD and the TENANT

LANDLORD: **Housing Authority of the City of Long Branch**
 2 Hope Lane
 Long Branch, New Jersey 07740

TENANT(S): _____

DESIGNATION OF DWELLING UNIT ("Premises") LEASED TO THE TENANT:

Development	_____
Street Address	_____
Dwelling Unit #	_____
Dwelling Unit Size	_____

The **Housing Authority of the City of Long Branch** (hereinafter "**Authority**" or "**Landlord**"), a body corporate organized and existing under the laws of the State of New Jersey, enters into this Dwelling Lease for the above referenced Premises in reliance upon the representations made to it by **Tenant**, as to his/her household composition, housing needs, employment, and income of all members of the household. The Authority and Tenant agree to lease the Premises identified above according to the following terms and conditions of this Lease. The Premises DO NOT include building exteriors and unit entry/exit doors, which shall remain within the possession and under the control of the Authority.

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The monthly rent must be paid in full; no partial payments will be accepted. Payments will be applied to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed.

If this Lease is an extension of occupancy by Tenant under a prior lease or leases with the Authority, any amount due under the prior lease or leases may be charged and collected as if the indebtedness had occurred under this Lease.

B. Security Deposit

Tenant agrees to pay a security deposit in the total amount of \$ _____, which Tenant must pay in full on the same date that the first month's rent is due and payable. The security deposit is made to the Authority as security that Tenant will comply with all the terms of this Lease.

In collecting the security deposit, the Authority will comply with the Rent Security Law (N.J.S.A. 46:8-19 et seq.). This includes investing the security deposit into an insured money market fund established by an investment company based in the State of New Jersey who is registered under the "Investment Company Act of 1940" and whose shares are registered under the "Securities Act of 1933", where the only investments of which fund are instruments maturing in one year or less OR depositing the security deposit in a state or federally chartered bank, savings bank or savings and loan association in the State of New Jersey insured by an agency of the federal government, in an account bearing a variable rate of interest, which will be established at least quarterly, which is similar to the average rate of interest on active interest-bearing money market transaction accounts paid by the bank or association, or equal to similar accounts of an investment company. The Authority will notify, in writing, Tenant of the placement of the deposit, including the name and address of the entity in which the money has been placed, along with the type of account the security was placed in, the current rate of interest for that account, and the amount of such deposit.

Your deposit will be placed in trust in an interest-bearing account located at _____, or in some other banking institution and account as further designated by the Authority. The balance of the interest or earnings will belong to Tenant and will compound to Tenant's benefit, or be credited toward the payment of rent due on the renewal or anniversary of Tenant's Lease.

The total security deposit will not exceed one month's rent (or one and one half month's rent if a pet security deposit is collected). The security deposit may be utilized by the Authority toward reimbursement for the cost of damages beyond ordinary wear and tear caused by Tenant, household members, or guests. The Authority may also use the deposit to ensure full performance of the other obligations of Tenant contained in this Lease, including the payment of rent and/or other charges. If this occurs prior to the Lease termination, the Authority may demand that Tenant replace the amount of the security deposit used by the Authority. The Authority will return the deposit, plus Tenant's accrued interest, less any deductions made, within thirty (30) days of the termination of this Lease. An itemized list of deductions will be given to Tenant at the same time.

In the event of an eviction, Tenant gives the Authority permission to remove from the Premises and then from the public way any personal property left in the Premises, and to store or to dispose of such property as permitted by law. Tenant agrees that Tenant will be responsible for the actual costs for removing any personal property from the Premises, and any other costs directly associated with the eviction. The procedure and time of notification for the Authority's removal of personal property are set forth in Section 8(J) of this Lease.

In the event of Tenant's eviction or the termination of the tenancy, Tenant will remain liable for the back payment of rent and costs due to the Authority through date of termination of the tenancy, eviction, removal of Tenant's personal property from the Leased Premises and disposal of Tenant's personal property, if applicable.

I. Additional Rent

All charges due under this Lease, including but not limited to late fees, dishonored payment fees, excess utility charges, damages charges, attorneys fees, and court fees, are considered additional rent for purposes of an eviction case for nonpayment of rent, if allowable by law for the particular action.

4. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY

A. Recertification

Tenant is required to comply with the Authority's recertification requirements. Tenant agrees to report to the Authority their household composition and income in writing once each year when requested by the Authority. Tenant also agrees to report to the Authority any changes in household composition or income in writing within ten (10) days of the occurrence of such change.

Tenant agrees to furnish such information and certifications regarding household composition, income, income sources, assets, and any other information necessary for the Authority to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size. Failure to comply with the foregoing is a serious violation of the material terms of the Lease, for which the Authority may terminate the Lease in accordance with Section 8 of this Lease.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing any releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section.

retroactively (unless the failure was caused by circumstances beyond Tenant's control, in which case it will be applied retroactively to the first of the month following the date of the change).

D. Dwelling Size

If the Authority, in its sole discretion, determines that the size of the Premises is no longer appropriate to Tenant's needs, and a dwelling unit of the appropriate size is available, Tenant shall be offered a transfer to the appropriate size dwelling unit. Tenant shall agree to accept a new lease for the appropriate size dwelling unit and to move within thirty (30) days unless otherwise authorized by the Authority. If Tenant fails to accept the other unit, the Authority may terminate this Lease pursuant to the appropriate procedures described in this Lease.

5. OCCUPANCY

A. Exclusive Use and Occupancy

Tenant shall have the right to exclusive use and occupancy of the Premises.

Tenant must use the Premises solely as a private dwelling for Tenant and any household members identified in the Lease. Tenant must reside in the Premises. The Premises shall be Tenant's only place of residence; Tenant cannot live somewhere other than the Premises. Tenant shall not attempt to sell or otherwise dispose of the Premises, assign the Lease or sublease the Premises, or transfer possession of the Premises. Tenant shall not provide accommodations for boarders, lodgers, or guests (except as permitted in Section 5(B) of the Lease).

Tenant is obligated not to use the Premises for any other purpose, except for legal profit-making activities by a household member with the prior written consent of the Authority. Such activities must be incidental to the primary use of the Premises for residence by the household members and subject to the Authority's policy on such activities.

B. Guests

Guests or visitors of Tenant may be accommodated for no longer than thirty (30) days per visitor each year. "Guest" means a person in the Premises with the consent of a household member. Tenant must notify the Authority in writing of all overnight guests staying in the Premises for more than two (2) nights. The written notice must be given no later than the third day before the guest begins staying at the Premises. The notice must indicate the period of time the guest will be staying at the Premises. If any visit will extend beyond thirty (30) days, Tenant must notify the Authority in writing, stating the reasons for the extended visit, and request permission from the Authority for the extended stay. The guest may only stay beyond thirty (30) days if the extended stay is authorized in writing by the Authority.

of emergency. Tenant may not be absent from the Premises for more than thirty (30) continuous days without verification of medical necessity or treatment from a doctor.

Even with such medical verification, Tenant shall not be absent from the Premises for more than ninety (90) continuous days without providing a date certain for their return. The return date must be within thirty (30) days of the 90th day of continuous absence. Tenant must return no later than the return date provided to the Authority.

Absence from the Premises in violation of the foregoing provisions is a serious violation of the material terms of the Lease, for which the Authority may terminate the Lease in accordance with Section 8 of this Lease.

G. Dwelling Conditions

Tenant agrees to immediately report to the Authority any damage to the Premises. The Authority shall be responsible for repairing the Premises within a reasonable time; provided that, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.

If the Premises contain a condition that is hazardous to the life, health, or safety of the occupants, and repairs cannot be made within a reasonable time, the Authority shall offer standard alternative accommodations (if available). The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests. Tenant shall accept any alternative accommodations offered by the Authority.

In the event that a hazardous condition cannot be repaired within a reasonable time and alternative accommodations are not offered, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling suffered by Tenant. No abatement shall occur if Tenant rejects the alternative accommodation or if the damage was caused by Tenant, household members, or guests.

H. Entry During Tenancy

Upon reasonable advance notification to Tenant, the Authority or its authorized employee, agent, contractor or representative, shall be permitted to enter the Premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, ensuring lease compliance, or to show the Premises for re-leasing. A written statement specifying the purpose of entry by the Authority, delivered to the Premises at least **two (2) days** before such entry, shall be considered reasonable advance notification.

Reasonable advance notification shall not be required if the Authority has reasonable cause to believe that an emergency exists; the Authority may enter the Premises at any time.

Reasonable advance notification shall not be required if the Authority is addressing a request for repairs and/or services by Tenant. The Authority shall attempt to address the request at a time

- a. To maintain the Premises and the Development in decent, safe, and sanitary condition.
- b. To comply with applicable Federal, State, and local laws, regulations, building codes, and housing codes materially affecting health and safety.
- c. To make necessary repairs to the Premises.
- d. To keep Development buildings, facilities, and common areas not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.
- e. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority. The Authority shall provide the following appliances for the Premises: cooking range and refrigerator.
- f. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Tenant) for the deposit of garbage, rubbish and other waste removed from the Premises by Tenant in accordance with Section 7(G) of the Lease.
- g. To supply running water, including an adequate source of potable 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 Tenant and supplied by a direct utility connection.
- h. To notify Tenant of the specific grounds for any proposed adverse action by the Authority. Such adverse action includes, but is not limited to, a proposed lease termination, involuntary transfer of Tenant to another unit, imposition of charges for maintenance and repair, or imposition of charges for excess consumption of utilities.
- i. To comply with Federal, State, and local nondiscrimination and fair housing requirements, including Federal accessibility requirements and providing reasonable accommodations for persons with disabilities.
- j. To fairly and uniformly apply housekeeping standards to all tenants.
- k. To notify Tenant in writing of any violation(s) of the housekeeping standards and the specific actions required to establish compliance.
- l. To provide Tenant a reasonable period of time to correct any violation(s) of the housekeeping standards.
- m. To establish necessary and reasonable policies for the benefit and well-being of the Development and the tenants, post the policies in the project office, and incorporate the policies by reference in the Lease.
- n. To consider lease bifurcation, as provided in 24 C.F.R. 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking, provided that, if the Authority chooses to bifurcate a lease, no assistance will be given for an individual who does not meet program eligibility and 24 C.F.R. 5.508(h)(2) applies to submission of evidence of citizenship or eligible immigration status.

Tenant is obligated to refrain from erecting or hanging radio antennas, television antennas, or satellite dishes on or from any part of the Premises or Authority property, except in accordance with any regulations set by the Authority and with the prior written approval of the Authority.

Tenant is obligated to remove (at Tenant's expense) any alterations made in violation of the foregoing restrictions upon demand by the Authority. The Premises shall be returned to its original state and condition. If Tenant fails to comply with such a demand, the Authority will remove the alterations, make any necessary repairs, and charge Tenant for the required time and materials (if the work is performed by Authority employees) or the actual costs incurred by the Authority (if the work is performed by Authority vendors).

F. Maintenance

Tenant is obligated 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, and to use reasonable care to keep the Premises in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors.

Tenant is obligated to promptly report to the Authority any accident, injury, or any needed repairs to the Premises, and to report known unsafe or unsanitary conditions in the Premises or in common areas and grounds of the project. Tenant's failure to report the need for repairs in a timely manner may be considered to contribute to any damage that occurs.

Tenant is obligated to refrain from destroying, defacing, damaging, or removing any part of the Premises or Authority property. Tenant shall pay reasonable charges for the repair of damages (other than normal wear and tear) to the Premises, the Development, or any other Authority property caused by Tenant, household members, or guests. Any damage to the Premises which is not described in the written report of inspection prior to Tenant's occupancy will be presumed to have been caused by Tenant.

G. Housekeeping

1. Tenant is obligated to comply with the Authority's housekeeping standards.
2. Tenant shall ensure that each component (floors, walls, doors, windows, locks, shades, blinds, appliances, fixtures, countertops, cabinets, etc.) of the Premises remains clean, functional, damage free, and hazard free. Tenant shall ensure also that the common areas and grounds remain clean, functional, damage free, and hazard free. Clean means free of dirt, grime, cobwebs, fingerprints, graffiti, grease, food scraps, waste, animal droppings, and odors. Hazard free means free of debris, clutter, and other conditions that present a life safety risk.
3. Tenant shall keep the Premises free of any form of pest infestation.
4. Tenant shall regularly remove dust from surfaces.

17. Tenant shall not retrieve any item from any disposal area.

18. Tenant shall remove lint from the dryers after each use.

H. Facilities / Utilities

Tenant is obligated 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). 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. Tenant shall not use the Authority electrical system to power any devices outside the Premises, including but not limited to outdoor lighting, power tools, or electrical appliances.

Tenant is obligated to obey any written instructions of the Authority for the care and the use of the appliances, equipment, and other personal property on or in the Premises. The Authority will not be responsible for failure to furnish utilities by reason of any cause beyond the Authority's control.

I. Weapons

Tenant is obligated not to display, use, or possess any firearms (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New Jersey, anywhere on Authority property in violation of State of New Jersey law. This includes but is not limited to B.B. guns, air powered rifles, and paintball guns. The display, use, or possession of firearms and/or other weapons in violation of State of New Jersey law shall be grounds for eviction.

J. Criminal Activity

Tenant is obligated not to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Authority housing by other Authority tenants; any criminal activity that threatens the health or safety of Authority officers, employees, representatives, vendors, and visitors; any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their housing by persons residing in the immediate vicinity of the Premises; or any drug-related criminal activity on or off Authority property.

K. Substance Use/Abuse

Tenant is obligated not to engage in the use of illegal drugs or a pattern of use of illegal drugs that affects the health, safety, or right to peaceful enjoyment of Authority housing by other tenants.

Tenant is obligated not to engage in the abuse of alcohol, or a pattern of abuse of alcohol, that affects the health, safety, or right to peaceful enjoyment of Authority housing by other tenants.

Tenant is obligated not to furnish false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

The Authority shall not terminate or refuse to renew this Lease other than for serious or repeated violation of material terms of the Lease or for other good cause. The following shall be considered serious or repeated violations of material terms of the Lease, but are not an exclusive listing:

1. Non-payment of rent.
2. Repeated late payment of rent.
3. Failure to carry out any of the obligations of the tenant identified in this Lease, including but not limited to the obligations in Sections 4, 5, and 7 of this Lease and any obligations contained in a Lease Rider.
4. Any activity that threatens the health or safety of any Authority tenants, officers, employees, representatives, vendors, or visitors.
5. Serious or repeated interference with the right to peaceful enjoyment of other tenants or persons residing within the immediate vicinity of the Development.
6. Serious or repeated damage to the Premises or any Authority property, or the creation of physical hazards in the Premises or any Authority property.
7. Failure to provide or misrepresentation (whether intention or unintentional) of any material fact required for the Authority to determine program eligibility, determine Premises suitability, and/or calculate rent.
8. Serious or repeated violation of any of the Authority's rules or regulations applicable to the Premises or the Development, as posted and in effect from time to time.
9. Failure to live in the Premises or residing somewhere other than the Premises.
10. Such change in household size or composition as to render inappropriate Tenant's continued occupancy of the Premises.

C. Termination for Other Good Cause

This Lease may be terminated and the Authority reserves a right of re-entry upon such termination, for other good cause. Other good cause includes but is not limited to the following:

1. Discovery after admission of facts that made Tenant ineligible to participate in the program.
2. Discovery of material false statements or fraud by Tenant in connection with an application for assistance or with reexamination of income.
3. Tenant or any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
4. Tenant or any household member is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is an indictable crime or serious disorderly persons offense; or violating a condition of probation or parole imposed under Federal or State law.

The notice of lease termination shall state specific grounds for termination, inform Tenant of their right to make such reply to the notice as they may wish, and inform Tenant of the right to examine the Authority's documents directly relevant to the termination or eviction.

A notice to vacate or quit and a demand for possession, which are required by State of New Jersey law, may be combined with and run concurrently with a notice of lease termination.

G. Exclusion

The Authority may require Tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

H. Eviction

The Authority may evict Tenant from the Premises only by bringing a court action.

The Authority shall provide Tenant a reasonable opportunity to examine, at Tenant's request, before a court trial concerning a termination of tenancy or eviction, any documents, records, and regulations which are in the possession of the Authority, and which are directly relevant to the termination of tenancy or eviction. Tenant shall be allowed to copy any such documents, records, and regulations at Tenant's expense. A notice of lease termination shall inform Tenant of Tenant's right to examine the Authority's documents, records, and regulations concerning such Tenant's termination of Tenancy or eviction. If the Authority does not make documents available for examination upon request by Tenant in accordance with this procedure, the Authority may not proceed with the eviction.

I. Post Office Notice

If the Authority evicts Tenant from the Premises for engaging in criminal activity, including drug-related criminal activity, the Authority shall notify the local Post Office serving the Premises that such individual or household is no longer residing in the Premises. This action will be taken so that the Post Office will terminate delivery of mail for such persons at the Premises, and such persons will not return to the property for pickup of the mail.

J. Abandoned Property

Upon vacating the Premises, Tenant agrees to remove all personal property from the Premises. In the event Tenant fails to remove any personal property within thirty (30) days of vacating said Premises or to make other arrangements with the Authority for its disposition, Tenant agrees that the Authority may dispose of such property as it sees fit without further responsibility or liability of the Authority to Tenant, provided the Authority has given thirty (30) days' written notice to Tenant at Tenant's last known address. Tenant agrees to reimburse the Authority to the extent of any amounts expended by the Authority for moving and storage costs of Tenant's personal property.

C. Registration Statement

Pursuant to N.J.S.A. 46:8-28 and 46:8-29, the Authority attaches its Registration Statement which Tenant acknowledges receipt of.

D. Truth in Renting Statement

Pursuant to N.J.S.A. 46:8-43 through 46:8-49, the Authority attaches a copy of the truth in Renting Statement which Tenant acknowledges receipt of.

E. Federal Crime Insurance Statement

The Authority recognizes that N.J.S.A. 46:8-39 requires the distribution to tenants of information regarding crime insurance through the Federal Crime Insurance Program. However, as the Federal Crime Insurance Program has expired and has not been renewed by the Federal government, the Program is no longer in existence. As such, no information is available for distribution to tenants pursuant to N.J.S.A. 46:8-39.

F. Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. If the Premises were built before 1978, the Authority shall disclose the presence of known lead-based paint and/or lead-based paint hazards in the Premises and provide Tenant with a Federally approved pamphlet on lead poisoning prevention.

An addendum entitled “Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards” is attached to this Lease for your review and signature. This disclosure is incorporated into, and made a part of, this Lease.

10. NOTICES

Except as provided in Section 5(H), notice to Tenant shall be in writing and delivered to Tenant or an adult household member, or sent by prepaid first-class mail, properly addressed to Tenant. The notice shall be provided in a form to allow meaningful access for and to ensure effective communication with persons who are limited English proficient and/or disabled, provided that the Authority has prior notice of Tenant’s limited English proficiency and/or disability.

Notice to the Authority shall be in writing, delivered to the Authority's office at 2 Hope Lane, Long Branch, New Jersey 07740, or sent to that office by prepaid first-class mail, properly addressed to the Authority's office.

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. Unopened, canceled,

G. Captions

The headings and titles used in this Lease are solely for convenience of reference and shall not affect its interpretation or construction.

H. Waiver

The delay or failure of the Authority or 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. In addition, 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 or within any of the materials incorporated herein by reference.

The Authority does not give up any rights by accepting rent or payments in whole or in part, or by failing to enforce any terms of this Lease. Acceptance of rent or any other payments from Tenant after this Lease has been terminated shall not negate or void the Lease termination, nor shall the acceptance of rent create a new tenancy.

12. ATTACHMENTS

This Lease consists of a total of [redacted] pages and attachments consisting of [redacted] pages.

By signing this Lease, Tenant acknowledges receipts for all attachments which are listed below.

- | | | |
|--|--|--|
| <input type="checkbox"/> Lease Rider (Public Housing) | <input type="checkbox"/> House Rules | <input type="checkbox"/> Registration Statement |
| <input type="checkbox"/> Grievance Procedure (Public Housing) | <input type="checkbox"/> Pet Policy | <input type="checkbox"/> Truth in Renting Statement |
| <input type="checkbox"/> Community Service Forms (Public Housing) | <input type="checkbox"/> Smoke-Free Policy | <input type="checkbox"/> Lead Based-Paint Disclosure |
| <input type="checkbox"/> Lease Rider (Non-Public Housing Over Income) | <input type="checkbox"/> VAWA Documents | <input type="checkbox"/> Consent Forms |
| <input type="checkbox"/> Lease Rider (Low Income Housing Tax Credit) | <input type="checkbox"/> Schedule of Charges | <input type="checkbox"/> Declaration of Section 214 Status |
| <input type="checkbox"/> Lease Rider (Section 8 Voucher) | <input type="checkbox"/> Window Guard Notification | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Lease Rider (Section 8 Moderate Rehabilitation) | | |
| <input type="checkbox"/> Lease Rider (Market Rate) | | |

HOUSING AUTHORITY OF THE CITY OF LONG BRANCH

OFFICE ADDRESS: 2 Hope Lane
Long Branch, New Jersey 07740

OFFICE HOURS: 9:00 a.m. – 4:30 p.m.
(Monday – Thursday, alternating Fridays)

TELEPHONE NUMBERS:

MAIN OFFICE: (732) 222-3747
MAINTENANCE: (732) 870-8299
EMERGENCY – AFTER HOURS: (732) 222-1049

LEASE RIDER
PUBLIC HOUSING

1. LEASE TERM

The Lease term shall automatically renew for successive one (1) year terms.

2. OVER-INCOME FAMILIES

Tenant shall comply with the income limit imposed by 24 C.F.R. 960.507. If Tenant exceeds the income limit for twenty-four (24) consecutive months, the Authority may remove Tenant from the Public Housing program and/or terminate Tenant's Lease for serious violation of a material term of the Lease in accordance with Section 8(B) of the Lease. In the event that the Lease will be terminated because Tenant is over-income, the lease shall convert to a month-to-month term.

If permitted by the Authority, Tenant may elect to remain in the Premises paying the Alternative Rent and subject to the Non-Public Housing Over-Income ("NPHOI") Lease Rider. The NPHOI Lease Rider must be executed within the timeframe specified by 24 C.F.R. 960.509(a).

3. NET FAMILY ASSETS

If Tenant fails to comply with the restrictions on net family assets and property ownership imposed by 24 C.F.R. 5.618, the Authority may terminate Tenant's Lease for serious violation of a material term of the Lease in accordance with Section 8(B) of the Lease.

4. RENT REDETERMINATION

When the Authority redetermines the amount of rent payable by Tenant, or determines that Tenant must transfer to another dwelling unit, the Authority shall notify Tenant that Tenant may ask for an explanation stating the specific grounds of the Authority's determination, and that if Tenant does not agree with the determination, Tenant shall have the right to request a hearing under the Authority's Grievance Procedure.

5. RECERTIFICATION

Re-examination of Tenant's income and household composition shall occur annually, unless Tenant chooses the flat rent option, in which case re-examination shall occur once every three (3) years. The Authority will send Tenant the required re-examination forms. Tenant shall fully complete and promptly return these forms to the Authority. If Tenant fails to do so, the Authority reserves the right to adjust Tenant's rent to the applicable flat rent (since no information to the contrary has been furnished by Tenant) or terminate the Lease for serious violation of a material term of the Lease in accordance with Section 8(B) of the Lease.

6. GRIEVANCE PROCEDURE

be exempt from these requirements due to age, disability, employment, attendance of an educational institution, or participation in a qualified training program.

A. Program Requirements

The eight (8) hours per month may be either community service (volunteer work) or self-sufficiency program activity, or a combination of the two. Activities must be performed within the community and not outside the jurisdictional area of the Authority.

At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.

B. Family Obligations

At Lease execution or re-examination, all adult household members (i.e. household members who are at least eighteen (18) years of age) must: (1) complete an exemption verification form if they are claiming any exemption from community service and self-sufficiency requirements; and (2) sign a certification that they have received and read the community service and self-sufficiency requirements and understand that if they are not exempt, failure to comply with these requirements is a substantial breach of a material term of this Lease, which will result in non-renewal and/or termination of the Lease.

At each annual re-examination, non-exempt household members must complete an activity recording/certification form identifying all community service and self-sufficiency activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying the number of hours contributed. If a household member is found to be noncompliant, they will be required to sign an agreement with the Authority and Tenant to make up the deficient hours over the next twelve (12) month period.

If, during the twelve (12) month period, a household member has a change in exemption status, it is their responsibility to notify the Authority. Upon notification, the Authority will provide the required exemption verification or activity recording/certification form. If an exempt individual becomes non-exempt, they must immediately begin performing community service and self-sufficiency activities and using the activity recording/certification form. If a non-exempt individual becomes exempt, they must immediately complete the exemption verification form.

C. Authority Obligations

The Authority will provide Tenant with exemption verification and activity recording/certification forms and a copy of these requirements at the initial application and at Lease execution.

11. SIGNATURE

By signing this Lease Rider, Tenant agrees that all the provisions of this Lease Rider have been read and are understood, and further agrees to be bound by its provisions and conditions as written.

**HOUSING AUTHORITY OF THE
CITY OF LONG BRANCH**

Dated: _____

, Property Manager

**TENANT(S) AND ADULT HOUSEHOLD
MEMBERS**

Dated: _____

, Tenant

Dated: _____

, Tenant

Dated: _____

, Household Member

Dated: _____

, Household Member

WITNESS

Dated: _____

Name:

LEASE RIDER
LOW INCOME HOUSING TAX CREDIT PROGRAM

1. LEASE TERM

The Lease term shall automatically renew for successive one (1) year terms.

2. NET FAMILY ASSETS

If Tenant fails to comply with the restrictions on net family assets and property ownership imposed by 24 C.F.R. 5.618, the Authority may terminate Tenant's Lease for serious violation of a material term of the Lease in accordance with Section 8(B) of the Lease.

3. RENT REDETERMINATION

The Authority shall provide thirty (30) days' advance notice if it redetermines the amount of rent payable by Tenant following an increase to the area gross median income limits.

4. RECERTIFICATION

In connection with the annual re-examination of Tenant's income and household composition, Tenant shall complete the N.J. Housing and Mortgage Finance Agency ("HMFA") forms entitled "Tenant Income Certification" and "Addendum to Tenant Income Certification". If Tenant fails to fully complete and promptly return these forms to the Authority, then the Authority shall terminate the Lease for serious violation of a material term of the Lease in accordance with Section 8(B) of the Lease.

5. LEASE REVISIONS

If Tenant fails to accept the Authority's offer of a revision to an existing lease, after written notice of the offer and a reasonable time limit for acceptance by Tenant, the Authority may terminate the Lease for other good cause in accordance with Section 8(C) of the Lease.

6. REVISIONS TO SCHEDULE OF CHARGES / RULES AND REGULATIONS

The Authority shall provide Tenant with at least thirty (30) days' written notice of any changes to the Schedule of Charges or Rules and Regulations of the Authority.

7. DEATH OF SOLE TENANT

Tenant understands that the Premises are income restricted housing in a tax credit project and that Tenant's leasehold interest may not pass upon death in a will or intestate court proceeding, as per Federal law. Upon the death of the sole tenant and only household member, the Lease will automatically terminate fourteen (14) days after Tenant's death.

LEASE RIDER
MARKET RATE UNITS

1. INAPPLICABLE LEASE PROVISIONS

Tenant is not a participant in any of the Authority's affordable housing programs. Accordingly, any Lease provisions regarding the Violence Against Women Act, the recertification process, program participation, or family/household income shall not apply to Tenant. This shall affect the following sections of the Lease: 4(A), 4(C), 6(n), 8(B)(7), 8(C)(1), 8(C)(2), 8(G), and 9(A).

2. LEASE TERM

The Lease term shall automatically renew for successive one (1) year terms.

3. RENT INCREASES

The Authority shall provide Tenant with thirty (30) days' advance notice of any rent increase, in the form of a Notice to Quit and a Notice of Rent Increase. The Notice of Rent Increase shall state that the increase shall take effect at the start of the next Lease term. If Tenant does not enter into a new Lease reflecting the increased rent, or fails to pay the increased rent, Tenant may be evicted in accordance with N.J.S.A. 2A:18-61.1(f).

4. LEASE REVISIONS

If Tenant fails to accept the Authority's offer of a revision to an existing lease, after written notice of the offer and a reasonable time limit for acceptance by Tenant, the Authority may terminate the Lease for other good cause in accordance with Section 8(C) of the Lease.

5. REVISIONS TO SCHEDULE OF CHARGES / RULES AND REGULATIONS

The Authority shall provide Tenant with at least thirty (30) days' written notice of any changes to the Schedule of Charges or Rules and Regulations of the Authority.

6. DEATH OF SOLE TENANT

Tenant understands that Tenant's leasehold interest may not pass upon death in a will or intestate court proceeding. Upon the death of the sole tenant and only household member, the Lease will automatically terminate fourteen (14) days after Tenant's death.

LEASE RIDER
NON-PUBLIC HOUSING OVER INCOME

1. LEASE TERM

Upon expiration of the Lease term, the tenancy shall convert to a month-to-month tenancy by operation of State of New Jersey law. All terms of the Lease and this Lease Rider shall continue to apply to the month-to-month tenancy.

2. RECERTIFICATION

Tenant's non-public housing over-income family is exempt from the Authority's recertification and income reporting requirements.

3. RENT REDETERMINATION

Tenant shall be charged the Alternative Rent, as calculated by the Authority. Changes to the Alternative Rent shall be implemented in accordance with Section 4(C) of the Lease.

4. LEASE REVISIONS

If Tenant fails to accept the Authority's offer of a revision to an existing lease that is on a form adopted by the Authority in accordance with 24 C.F.R. 966.3, after written notice of the offer of the revision at least sixty (60) 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 Tenant, the Authority may terminate the Lease for other good cause in accordance with Section 8(C) of the Lease.

5. REVISIONS TO SCHEDULE OF CHARGES / RULES AND REGULATIONS

In accordance with 24 C.F.R. 966.5, the Authority shall provide Tenant with at least thirty (30) days' written notice of any changes to the Schedule of Charges or Rules and Regulations of the Authority.

6. DEATH OF SOLE TENANT

Tenant understands that the Premises are public housing in a public housing authority and that Tenant's leasehold interest may not pass upon death in a will or intestate court proceeding, as per Federal law. Upon the death of the sole tenant and only household member, the Lease will automatically terminate fourteen (14) days after Tenant's death.

LEASE RIDER
SECTION 8 MODERATE REHABILITATION PROGRAM

1. LEASE TERM

The Lease term shall automatically renew for successive one (1) year terms.

2. NET FAMILY ASSETS

If Tenant fails to comply with the restrictions on net family assets and property ownership imposed by 24 C.F.R. 5.618, the Authority may terminate Tenant's Lease for serious violation of a material term of the Lease in accordance with Section 8(B) of the Lease.

3. LEASE REVISIONS

If Tenant fails to accept the Authority's offer of a revision to an existing lease, after written notice of the offer and a reasonable time limit for acceptance by Tenant, the Authority may terminate the Lease for other good cause in accordance with Section 8(C) of the Lease.

4. REVISIONS TO SCHEDULE OF CHARGES / RULES AND REGULATIONS

The Authority shall provide Tenant with at least thirty (30) days' written notice of any changes to the Schedule of Charges or Rules and Regulations of the Authority.

5. DEATH OF SOLE TENANT

Tenant understands that the Premises are subsidized housing and that Tenant's leasehold interest may not pass upon death in a will or intestate court proceeding, as per Federal law. Upon the death of the sole tenant and only household member, the Lease will automatically terminate fourteen (14) days after Tenant's death.

LEASE RIDER
SECTION 8 VOUCHER PROGRAM

1. LEASE TERM

The Lease term shall automatically renew for successive one (1) year terms.

2. NET FAMILY ASSETS

If Tenant fails to comply with the restrictions on net family assets and property ownership imposed by 24 C.F.R. 5.618, the Authority may terminate Tenant's Lease for serious violation of a material term of the Lease in accordance with Section 8(B) of the Lease.

3. HUD TENANCY ADDENDUM

The applicable HUD Tenancy Addendum (HUD-52641-A for the Housing Choice Voucher program, HUD-52530-C for the Project-Based Voucher program) is incorporated by reference into this Lease Rider.

4. RENT TO OWNER

The amount of the rent to owner is , which is subject to change during the term of the Lease in accordance with HUD requirements. The rent amount specified in the Lease shall be the family share of the rent to owner.

5. LEASE TERMINATION

In addition to the matters identified in Section 8 of the Lease, the Lease shall terminate if the Housing Assistance Payments ("HAP") contract or Tenant's program assistance terminates.

6. INFORMAL HEARING

The Authority shall provide Tenant an opportunity for an informal hearing to determine whether any of the following decisions were made in accordance with the law, HUD regulations, and the Authority's policies: (a) a determination of Tenant's annual or adjusted household income, and the use of such income to compute the applicable Housing Assistance Payments; (b) a determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Authority utility allowance schedule; (c) a determination of Tenant's family unit size under the Authority subsidy standards; (d) a determination to terminate program assistance because of Tenant's action or failure to act; or (e) a determination to terminate program assistance because of Tenant's absence from the Premises. The informal hearing shall be scheduled and conducted in accordance with the Authority's Section 8 Administrative Plan.

7. LEASE REVISIONS

10. SIGNATURE

By signing this Lease Rider, Tenant agrees that all the provisions of this Lease Rider have been read and are understood, and further agrees to be bound by its provisions and conditions as written.

**HOUSING AUTHORITY OF THE
CITY OF LONG BRANCH**

Dated: _____

, Property Manager

**TENANT(S) AND ADULT HOUSEHOLD
MEMBERS**

Dated: _____

, Tenant

Dated: _____

, Tenant

Dated: _____

, Household Member

Dated: _____

, Household Member

WITNESS

Dated: _____

Name:

To Tenants and Prospective Tenants of the
Housing Authority of the City of Long Branch

Dear Tenant/Prospective Tenant:

The State of New Jersey has enacted legislation requiring that owners of multiple dwellings, such as the Housing Authority of the City of Long Branch (“Authority”), provide, install, and maintain child-protection window guards in apartments and hallways of such dwellings, upon written request of tenants with a child ten (10) years of age or younger. Regulations promulgated by the State of New Jersey Department of Community Affairs pursuant to this recent law also require that owners deliver notice of the requirements of the law as set forth in the regulations. Accordingly, this letter is intended to serve as such notice and sets forth below the requirements of the regulation by which the Authority and its tenants are to abide. The notice is as follows:

THE OWNER (AUTHORITY) IS REQUIRED BY LAW TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN 10 YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE, REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME IF TENANT GIVES THE OWNER (AUTHORITY) A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE OWNER (AUTHORITY) IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF TENANT, TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN TENANT’S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING.

WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOWSILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

Should you, as tenant, have a child ten (10) years of age or younger living in the apartment, or regularly present there, and wish to have child-protection window guards installed in hallways above the first floor, or on the first floor where the window sill is more than six feet above grade or where there are other hazardous conditions that make installation of window guards necessary to protect the safety of children, to which persons from your apartment have access without having to go outside, you must first request in writing that the Authority install such window guards.

Should you, as tenant, live on a floor other than the first floor or on the first floor where the window sill is more than six feet above grade or where there are other hazardous conditions that make installation of window guards necessary to protect the safety of children, and have a child ten (10) years of age or younger living in the apartment, or regularly present there, and wish to have child-protection window guards installed in your apartment, you must first request in writing that the Authority install such window guards.