

**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**

The Authority has adopted a Grievance Procedure to afford Tenant an opportunity for a hearing if Tenant disputes (within a reasonable time) any obligation of the Tenant, any obligation of the Authority, or any action or failure to act by the Authority involving the Lease or the Authority's regulations which adversely affect Tenant's rights, duties, welfare, or status, subject to any exclusions implemented pursuant to 24 C.F.R. 966.51. The Grievance Procedure is incorporated into the Lease by reference.

The Authority is required 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, Housing Authority initiated or emergency transfer of Tenant to another unit, 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 grievance hearing concerning a proposed adverse action, the notice of proposed adverse action shall inform Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination, in accordance with 24 C.F.R. 966.4(l)(3) and Section 8 of the Lease, shall constitute adequate notice of proposed adverse action.

If the Authority is not required to afford Tenant an opportunity for a grievance hearing concerning a lease termination, the notice of lease termination shall: (1) state that Tenant is not entitled to a grievance hearing on the termination; (2) specify the judicial eviction procedure to be used by the Authority for eviction and state that the procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations; (3) state whether the eviction is for criminal activity or drug-related criminal activity.

In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until the time for Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by Tenant) the grievance process has been completed.

In the case of a proposed adverse action concerning lease termination, the tenancy shall not terminate (even if any notice to vacate under State of New Jersey law has expired) until the time for Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by Tenant) until the grievance process has been completed.

In the event that Tenant seeks a rent abatement pursuant to Section 5(G) of the Lease, Tenant shall continue to pay the entire amount of rent due for the period the abatement is sought, which shall be held in escrow pending a decision in accordance with the Grievance Procedure.

## **7. COMMUNITY SERVICE AND SELF-SUFFICIENCY**

All non-exempt adult household members shall contribute eight (8) hours per month of community service or participate in eight (8) hours of training, counseling, classes, or other activities that help an individual toward self-sufficiency and economic independence. Adult household members may

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.

The Authority will make the final determination as to whether a household member is exempt from community service and self-sufficiency requirements. Tenant may use the Authority's Grievance Procedure if they disagree with the Authority's determination.

At least thirty (30) days prior to annual re-examination and/or Lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of household members. If the Authority determines that a household member is non-compliant, it will require an agreement with Tenant and the household member to address the deficient hours over the next twelve (12) month period. If, at the next annual re-examination, the household member is still noncompliant, Tenant may have their Lease terminated for other good cause in accordance with Section 8(C) of the Lease. The Lease will be terminated / not renewed at the end of the twelve (12) month lease term unless the noncompliant household member agrees to vacate the Premises.

## **8. 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.

## **9. 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.

## **10. 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.

**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: