

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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1. HOUSEHOLD COMPOSITION

Tenant agrees that the persons identified below are the only members of their household that will reside at the Premises. Each household member should be listed by age, oldest to youngest. All household members over age eighteen (18) must execute this Lease. Any changes to the household must comply with Section 4(B) of this Lease.

Names of Household Members	Relationship to Tenant	Date of Birth	Age
_____	<u>Head of Household</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. LEASE TERM

The Authority leases the Premises described above to Tenant for a term of one year beginning on _____, _____ unless the Lease is properly terminated pursuant to the terms of the Lease and the applicable Federal and State of New Jersey statutes and regulations.

Any modifications to the Lease must comply with Section 11(F) of this Lease. By agreement of the parties, provisions of this Lease may be renewed by incorporation of this document into an addendum or rider which sets forth any new or changed provisions of the Lease.

3. PAYMENTS DUE UNDER THE LEASE

A. Rent

If applicable, the initial rent (prorated for partial month) shall be \$ _____ and shall be paid prior to Tenant moving in. Otherwise, rent shall be in the monthly sum of \$ _____, which shall be due and payable from Tenant in advance on the first day of each month. The rent shall remain in effect unless adjusted by the Authority pursuant to Section 4 of this Lease.

Payment shall be made by money order or check payable to the Housing Authority of the City of Long Branch. The Authority can refuse to accept personal checks when it, in its sole discretion, determines that it is warranted by the circumstances and whenever a court action has been instituted for nonpayment of rent. The Authority WILL NOT accept cash. Payments must be delivered to the Authority office located at **2 Hope Lane, Long Branch, New Jersey 07740. Rent will be collected on business days Monday through Friday 9:00 a.m. until 4:30 p.m.**

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.

C. Schedule of Charges

The Authority shall maintain a Schedule of Charges, which shall be posted in the on-site management office. The Schedule of Charges shall include fees for damages beyond normal wear and tear and for excess utilities.

D. Late Charges

All rent not received in full by the 10th of the month will be deemed delinquent and will be assessed a late charge of \$25.00. This provision does not create a “grace period”. Rent shall remain due no later than the 1st of each month, and rent paid after the 1st will be considered late.

E. Dishonored Payments

Tenant shall pay the Authority any bank charges for each payment that is dishonored for any reason. Current bank charges are posted in the Authority office.

F. Utilities

The Authority will furnish without additional charge the following utilities: heat, electricity, gas, hot water, and cold water. Utilities are to be furnished to at least the extent required by local custom and usage, and State and local legal requirements. The Authority is not responsible for the failure to furnish utilities if the cause is beyond the control of the Authority. Tenant agrees not to waste the utilities provided by the Authority and to comply with all applicable legal requirements regulating utilities and fuels.

Tenant shall not install or use any Tenant-supplied major appliance without Authority approval. Tenant shall be charged for excess utilities (including but not limited to utilities used by certain Tenant-supplied major appliances) in accordance with the posted Schedule of Charges.

G. Damages

In the event that the Premises requires maintenance/repair work due to damages beyond normal wear and tear, Tenant shall be charged in accordance with the posted Schedule of Charges. If the required work is not listed on the Schedule of Charges, then Tenant shall be charged based on the actual cost to the Authority for the labor (including overtime, if applicable) and materials needed to complete the work. The Authority shall issue a notice of charges to Tenant specifying the basis for the charge(s) and the date that the charges are due and payable (which shall be at least fourteen (14) days after delivery of the notice).

H. Attorney, Court, and Eviction Costs

Tenant will be charged a fee to cover costs and/or reasonable attorney's fees whenever the Authority incurs costs and attorney fees in connection with legal proceedings in which Tenant does not prevail in the court action.

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.

B. Household Composition

Tenant agrees to immediately report to the Authority any additions to the household resulting from the birth, adoption, or court-awarded custody of a child. **Tenant agrees to request Authority approval for any other additions to the household (e.g. foster child or live-in aide).** Such approval will be granted only if the requested individual passes the Authority's screening criteria and a unit of the appropriate size is available.

Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which the Authority may terminate the Lease in accordance with Section 8 of this Lease.

Tenant agrees to immediately report to the Authority any changes in household composition resulting from any authorized household member discontinuing to reside in the Premises.

C. Rent Adjustment

The rent established in Section 3(A) of this Lease shall remain in effect unless: (1) the Authority conducts a recertification and determines that the rent should be adjusted due to a change in Tenant's household income; (2) Tenant otherwise demonstrates a change in circumstances justifying a reduction in rent; (3) the Authority discovers that Tenant misrepresented the facts upon which the rent is based, causing Tenant to pay less than the rent they should have been charged; or (4) rent formulas or procedures are changed by Federal or State law or regulation.

If Tenant, either intentionally or unintentionally, misrepresents or fails to submit to the Authority any facts required for the determination of rent, the Authority may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted by Tenant. The Authority shall also have available in such event, at its option, the remedy of termination as provided in Section 8 of this Lease.

In the event of any rent adjustment pursuant to the above, the Authority will mail or deliver a written "Notice of Rent Adjustment" to Tenant in accordance with Section 10 of this Lease. The notice will state the effective date of the rent adjustment. The notice will serve as an automatic amendment to the Lease.

The Authority shall provide Tenant with thirty (30) days' advance notice of any rent increase, and such increase shall be effective the first of the next month following the notice period. If the increase is based on a change in household composition, and Tenant failed to timely report such change, then the increase shall be applied retroactively to the first of the month following the date of the change.

The Authority shall provide Tenant with immediate notice of any rent decrease, and such decrease shall be effective the first of the next month. If the decrease is based on a change in household composition, and Tenant failed to timely report such change, then the decrease shall not be applied

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.

C. Former Tenants

Tenant shall not be given permission to allow a former tenant of the Authority to sleep overnight in the Premises for any period of time after the former tenant has been evicted for any lease violation involving any activity that creates or results in danger or injury to persons or to Authority property, or any prohibited activity that creates or results in serious or repeated interference with the rights and well-being of other tenants, Authority employees, Authority agents, or any of these persons' peaceful enjoyment of the premises.

D. Defiant Trespass

Tenant shall not harbor or entertain, in the Premises or on Authority property, any individual on the Authority's Defiant Trespass List. The Defiant Trespass List shall be posted in conspicuous areas on Authority property, including in the Authority's main office. Harboring or entertaining any individual after notice that such individual is on the Defiant Trespass List 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.

E. Incapacity

At the time of admission, Tenant must identify the family member(s) or other designated person(s) to be contacted if Tenant becomes unable to comply with the terms of the Lease due to physical or mental incapacity.

In the event of Tenant's incapacity, the Authority shall contact the designated person(s) to assist Tenant in complying with the terms of the Lease. In addition, the Authority shall consider any reasonable accommodation requests made by or on behalf of Tenant. If Tenant remains unable to comply with the terms of the Lease despite any reasonable accommodation and/or the efforts of the designated person(s) or anyone else arranged by Tenant to provide assistance, then the Authority may terminate the Lease in accordance with Section 8 of this Lease.

However, to the extent feasible, the Authority will assist Tenant, or the designated person(s), to find more suitable housing and move Tenant from the Premises. If there are no family members who can or will take responsibility for moving Tenant, the Authority will, to the extent feasible, work with appropriate agencies to secure suitable housing.

Nothing herein shall be construed to compel the Authority to provide continued housing to Tenant or any household members whose tenancy would constitute a "direct threat" to the health or safety of other individuals or result in substantial physical damage to the property of others, unless the threat can be eliminated or significantly reduced by reasonable accommodation.

F. Extended Absences

Prior to any absence from the Premises which exceeds ten (10) days, Tenant shall notify the Authority of the absence in writing and provide an address and phone number for contact in case

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

convenient to Tenant. If Tenant is absent from the Premises when the Authority arrives to address a request, Tenant's request shall constitute permission to enter.

In the event that Tenant and all adult household members are absent from the Premises at the time of entry, the Authority shall leave on the Premises a written statement specifying the date, time, and purpose of entry prior to leaving the Premises.

If the Authority cannot gain access to the Premises as a result of action or inaction of Tenant, Tenant agrees and understands that such action or inaction of Tenant can be used by the Authority as evidence of Tenant's fault, which if proven in court can result in a finding of Tenant's liability and the Authority's non-liability for any conditions resulting from Tenant's failure to provide access to the Premises.

If Tenant has installed a lock on the entrance door without providing the Authority with a duplicate key, Tenant shall pay the cost of any damage caused in order to secure entry during an emergency, provided that the Authority has limited such damage to that necessary for entry and that the emergency was not caused by any action or inaction of the Authority.

I. Dwelling Inspections

The Authority and Tenant, or Tenant's representative, shall inspect the Premises prior to occupancy by Tenant. The Authority will furnish Tenant with a written statement of the condition of the Premises and the equipment provided therein. The statement shall be signed by the Authority and Tenant, and a copy shall be retained by the Authority in Tenant's file.

The Authority shall regularly inspect the Premises to ensure compliance with the National Standards for the Physical Inspection of Real Estate ("NSPIRE"). The Authority may also conduct inspections for any of the following reasons: emergency, suspected lease violations, ensuring lease compliance, maintenance, pest control, or housekeeping.

At the time Tenant vacates the Premises, the Authority shall inspect the Premises and furnish Tenant with a written statement of any charges. The Authority shall notify Tenant of the inspection, and Tenant and/or Tenant's representative may join in such inspection, unless Tenant vacates the Premises without prior notice to the Authority.

J. Transfers

Tenant shall not be permitted to transfer to another unit except as provided in the Authority's rules and regulations. If Tenant qualifies for a transfer, but fails to accept the unit offered by the Authority, fails to accept a new lease for the offered unit, or fails to move to the offered unit within thirty (30) days, the Authority may terminate the Lease in accordance with Section 8 of this Lease.

6. AUTHORITY OBLIGATIONS

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

- 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.

7. TENANT OBLIGATIONS

A. Household Members and Guests

Tenant is obligated to ensure that household members and guests do not engage in any conduct that would constitute a violation of the Lease.

B. Legal Compliance

Tenant is obligated to comply with all obligations imposed upon Tenant by applicable provisions of State of New Jersey statutes, regulations, building codes, and housing codes materially affecting health and safety.

C. Rules and Regulations

Tenant is obligated to abide by necessary and reasonable regulations issued by the Authority for the benefit and well-being of the Development and the tenants. These regulations shall be posted in the Authority office and are incorporated by reference in this Lease. Violation of such regulations constitutes a violation of this Lease; provided, however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provision of this Lease, the provision of the Lease shall govern.

D. Occupancy

Tenant is obligated to comply with the occupancy restrictions set forth in Section 5 of the Lease.

Tenant is obligated to act in a manner which is legal, orderly, and which will not disturb their neighbors' peaceful enjoyment of their accommodations, and will be conducive to maintaining the Development in a decent, safe, and sanitary condition.

Tenant is obligated not to commit any fraud in connection with any Federal housing assistance program. Tenant shall not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.

E. Alterations

Tenant is obligated not to make any alterations to the Premises except with the prior written approval of the Authority and at Tenant's expense. Alterations include painting; making repairs; redecorating; changing or installing new locks; installing additional hardware, equipment, or major appliances; or using nails, tacks, screws, brackets, or fasteners on any part of the Premises. There shall be an exception for a reasonable number of picture hangers.

Tenant is obligated not to place any fixtures, fences, tents, or pools on or about the Premises or Authority property.

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.

5. Tenant shall use appropriate cleaning solutions. The Authority recommends warm water and mild soap for the range (exterior), kitchen cabinets (light cleaning), walls, and doors; mild detergent for the refrigerator, counter tops, and kitchen cabinets (heavy cleaning); warm water and abrasive soap for sinks, bathtubs, and showers; hot water and a mild degreaser for the range (removable parts such as the broiler tray and oven racks only); and common household toilet bowl cleaners and disinfectants for the toilet. Abrasive pads shall not be used on any painted surface.
6. Tenant shall keep the area surrounding all doors and windows free of anything that would block emergency ingress/egress.
7. Tenant shall not allow more than one (1) inch of ice to accumulate in the freezer.
8. Tenant shall promptly clean and store all dishes.
9. Tenant shall not use a sink or bathtub to dispose of anything other than water and/or soap. Tenant is expressly warned not to use a sink or bathtub to dispose of cat litter, wipes (even if labeled flushable), wax, grease, or food waste.
10. Tenant shall only keep small or lightweight items in the storage area under the sink to permit access for repairs.
11. Tenant shall not use the toilet to dispose of anything other than bodily excretions and toilet paper. Tenant is expressly warned not to use the toilet to dispose of cat litter, wipes (even if labeled flushable), wax, grease, or food waste.
12. Tenant shall keep the tub/shower free of excessive mildew and mold.
13. Tenant shall keep all cabinets, closets, and other storage areas neatly organized. Tenant shall not overload any cabinets, closets, or other storage areas.
14. Tenant shall not leave any personal property or waste in any common areas or on the grounds (excluding any designated outdoor waste area).
15. Tenant shall promptly and properly dispose of all waste and recyclable materials. Tenant shall not use any window to dispose of waste. Tenant shall not shake brooms, mops, or dust rags out windows or doors or within common areas.
16. Tenant shall separate waste and recyclable materials, which shall be stored in appropriate receptacles until they can be removed to an appropriate disposal area. Trash receptacles shall be used for the disposal of household waste only. Needles and other sharps must be properly disposed in an appropriate sharps disposal container. Tenant shall ensure that there are no leaks while removing waste and/or recyclable materials to the appropriate disposal area.

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.

L. Fire Hazards

Tenant is obligated not to keep or use flammable materials on the Premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil, or other flammable materials or explosives (including fireworks). Tenant shall take precautions to prevent fires.

Tenant is obligated not to use any space heaters, heated blankets, candles, fire pits, chimineas, or outdoor fireplaces of any kind on Authority property.

M. Cooperation

Tenant is obligated to act in a cooperative manner with Authority tenants, officers, employees, representatives, vendors, and visitors.

Tenant is obligated to refrain from acting or speaking in an illegal, abusive, or threatening manner toward Authority tenants, officers, employees, representatives, vendors, and visitors.

N. Miscellaneous

Tenant is obligated 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 Premises.

Tenant is obligated not to display any signs, flags, banners, bumper stickers, pennants, or gang colors whatsoever.

Upon vacating the Premises, Tenant is obligated to leave the Premises in a clean and safe condition, normal wear and tear excepted, and to return all keys to the Authority.

8. TERMINATION OF THE LEASE

A. Termination by Tenant

This Lease may be terminated by Tenant at any time by giving thirty (30) days advance written notice, to become effective at the end of a month, to the Authority in the manner specified in Section 10. Tenant agrees to leave the Premises in a clean and good condition, normal wear and tear excepted, and to return the keys to the Authority when Tenant vacates.

B. Termination for Material Breach

If there has been a serious or repeated violation of material terms of the Lease, or for other good cause for lease termination, the Authority reserves the right of re-entry which allows the Authority to terminate this Lease and re-enter the Premises. This is done through an eviction procedure in court to remove Tenant.

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.

5. Other good cause bases for lease termination set forth in any Lease Rider.

D. Termination for Criminal Activity

The Authority may evict Tenant for criminal activity by Tenant or any household member or guest, regardless of whether such individual has been arrested or convicted for such activity, and without satisfying the standard of proof used for a criminal conviction. If the Authority seeks to evict Tenant for criminal activity as shown by a criminal record, the Authority must notify Tenant of the proposed action and provide a copy of the criminal record to Tenant (and the subject of the record) before a court trial concerning the termination of tenancy or eviction. Tenant must be given an opportunity to dispute the accuracy and relevance of that record in the court trial. The Authority may not pass along to Tenant the costs of a criminal records check.

In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by Tenant, the effects that the eviction would have on household members not involved in the prohibited activity and on Tenant's neighbors, and the extent to which Tenant has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action. In appropriate cases, the Authority may impose a condition that individuals who engaged in the prohibited activity will not reside in or visit the Premises.

E. Termination for Substance Use/Abuse

The Authority may evict Tenant for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by Tenant or any household member. In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Authority may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully.

F. Termination Notice

The Authority shall give Tenant written notice of the termination of this Lease of:

1. Fourteen (14) days for non-payment of rent.
2. A reasonable time considering the seriousness of the situation (but not to exceed thirty (30) days) for: (a) conduct that threatens the health or safety of Authority tenants, officers, employees, representatives, vendors, or visitors, or other persons residing in the immediate vicinity of the Development; (b) drug-related criminal activity by any household member; (c) violent criminal activity by any household member; or (d) conviction of a felony or indictable offense by any household member.
3. Thirty (30) days in all other cases, unless State of New Jersey law provides a shorter time frame, in which case the shorter time frame shall apply.

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.

9. STATEMENTS

A. VAWA Protections

The Violence Against Women Act (“VAWA”) protects those who have been victimized by domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

The Authority shall provide Tenant with a Notice of Occupancy Rights under VAWA and a certification form to be completed to document an incident of domestic violence, dating violence, sexual assault, or stalking.

If Tenant is the victim of domestic violence, dating violence, sexual assault, or stalking, Tenant may be required to provide documentation of victim status. Tenant may optionally certify their victim status (utilizing form HUD-5382), which includes naming their abusers, if known, to qualify for these protections.

If Tenant is the victim of domestic violence, dating violence, sexual assault, or stalking, Tenant may request a transfer pursuant to the Authority’s Emergency Transfer Plan. Tenant may fill out the Emergency Transfer Request form for the Authority when making the request for the transfer (utilizing form HUD-5383).

The Authority will not terminate Tenant’s Lease on the basis of criminal activity if Tenant or an affiliated individual is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking. However, if the perpetrator(s) of such domestic violence, dating violence, sexual assault, or stalking is a member of Tenant’s household, the Authority may bifurcate the Lease in order to pursue eviction against the perpetrator(s).

B. Window Guards

THE AUTHORITY IS REQUIRED BY LAW TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN TEN (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 AUTHORITY A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE 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.

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,

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

11. MISCELLANEOUS

A. Severability

If this Lease contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken from this Lease without affecting the binding force of this Lease as it shall remain after omitting such provision.

B. Counterparts

This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

C. Incorporation

Any document incorporated herein by reference (including but not limited to the Lease Attachments identified in Section 12 of the Lease) shall be deemed to have the same force and effect as if set forth in full herein.

D. Order of Precedence

In the event of any conflict in the interpretation of any clause in the Lease and/or any incorporated documents, the interpretation of such clause shall be construed giving precedence to the same in the following order: (1) the Lease Rider(s); (2) this Lease; (3) any other document incorporated into this Lease. In the event that multiple Lease Riders apply to the Premises and there is any conflict in the interpretation of such Lease Riders, the conflict shall be resolved in accordance with applicable regulatory requirements.

E. Integration

This Lease shall constitute the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

F. Modification

This Lease shall not be modified except in writing executed by each of the parties hereto. Materials incorporated into the Lease by reference (Schedule of Charges, rules and regulations, etc.) shall be publicly posted in a conspicuous manner in the Authority's office and furnished to Tenant upon request. If such materials are modified, then the Authority shall provide Tenant with at least thirty (30) days' written notice of such changes.

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) | | |

13. SIGNATURE

By signing this Lease, Tenant agrees that all the provisions of this Lease have been read and are understood, and further agrees to be bound by its provisions and conditions as written, as well as all additional documents made a part of the Lease by reference.

**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: _____

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