

**BROOKLINE HOUSING AUTHORITY
LEASE FOR PUBLIC HOUSING DWELLING
(Federally-Aided Developments)**

The BROOKLINE HOUSING AUTHORITY (Management) hereby leases to _____

_____ (Tenant), the apartment described below under the following terms:

| | |
|----------------------|-----------------|
| Address | No. of Bedrooms |
| Name of Development | Effective Date |
| Total Monthly Rental | |

SAMPLE

I. THE MEMBERS OF THE HOUSEHOLD WHO WILL RESIDE IN THE HOUSEHOLD: _____

II. TERM OF LEASE: The term of this lease shall begin on _____ and shall continue unless terminated as provided in Section XIV of the lease.

III. RENT AND UTILITIES: At the occupancy date, rent of \$_____ shall be payable beginning the first day of the following month and on the first day of each month thereafter, rent of \$_____ shall be payable in advance, unless otherwise adjusted pursuant to Paragraph XI below.

1. Management shall pay the full cost of the following utilities: Heat, Domestic Hot Water, Cooking Gas, Electricity.
2. Management shall equip the apartment, before the occupancy date, with a stove at Management's expense. Upon request and at Management's discretion, a refrigerator may also be supplied.
3. Tenant agrees to pay for the consumption of excess utilities in accordance with a schedule posted in the management office.

IV. TENANT'S RIGHT TO USE AND OCCUPY: The Tenant shall have the right to exclusive use and occupancy of the leased premises which shall include reasonable accommodation of the Tenant's guests or visitors and with the consent of Management, may include care of foster children and live-in care of a member of the Tenant's family.

V. MANAGEMENT OBLIGATIONS: Management agrees

1. To maintain the premises and development in decent, safe and sanitary condition, including extermination of the entire development at regular intervals.
2. To comply with requirements of applicable building, sanitary and housing codes and HUD regulations materially affecting health and safety.
3. To make necessary repairs to the premises.
4. To keep development buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition, including prompt removal of ice and snow.
5. To maintain in good and safe working order and condition, structural elements, electrical, plumbing, sanitary, heating and ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Management. To have Management employee on call twenty-four (24) hours of every day to perform emergency repairs.
6. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish and other waste removed from the premises by the Tenant in accordance with Section VI (7) of this lease.
7. To supply hot and cold running water and reasonable amounts of hot water (min. 120°F.).
8. To supply heat in the dwelling unit at 68°F. between 7:00 a.m. and 11:00 p.m. and at 64.5° at all other hours, during the heating season, September 15th to May 15th.
9. To provide Tenant when he/she moves into the dwelling, with a freshly painted apartment, in clean condition throughout, and provide new lock cylinders and keys for front and rear doors of the Tenant's apartment and to provide Tenant with exterior door(s) key to the building.
10. To paint every apartment on a planned cycle and to provide paint upon request of Tenant, after three (3) years so Tenant can paint apartment when painting is necessary. Management reserves the right to inspect the Tenant's painting work to see that it meets workmanlike standards. This provision is subject to availability of adequate funding for this purpose.
11. To paint common areas on a cycle agreed to by Management and the Tenant's Association and as frequently as necessary to cover chipped and peeling paint conditions. This provision is subject to availability of adequate funding for this purpose.
12. To notify the tenant of specific grounds for any adverse action by the PHA, including in said notification a statement of the rights of the tenant, if any, to grieve said action under the grievance procedure. No proposed action of the PHA shall be taken until the grievance process has been completed, in the event a tenant requests a hearing on an action covered by said grievance procedure. "Adverse Action" includes, but is not limited to, a proposed lease termination, transfer to another unit, or imposition of a charge for maintenance or repair.

VI. TENANT OBLIGATIONS: Tenant agrees

1. Not to assign the lease or to sub-lease the premises.
2. Not to provide accommodations for boarders or lodgers.
3. To use the premises solely as a private dwelling and a primary residence for the Tenant and Tenant's household as identified in the lease, and not to use or permit its use for any other purpose, except the tenant may engage in legal profit making activity with the permission of the BHA, where the BHA has determined that such activities are incidental to the primary use of the leased unit for residence by members of the household.
4. To be responsible for his/her guests at all times. For purposes of this lease, a guest is a person who has the permission of the Tenant to be on the premises, and who is not listed in Section I of this lease or by addendum as a member of the household who will reside in the household. No guest may remain on the premises more than 21 days per year unless otherwise approved in writing by Management. No tenant shall allow another person to utilize his/her unit as a mailing address.
5. To abide by necessary and reasonable regulations promulgated by the Management for the benefit and well-being of the housing development and the Tenants.
6. To comply with all obligations imposed upon Tenants by applicable provisions of building, sanitary and housing codes and HUD regulations, materially affecting health and safety and to allow Management employees to exterminate the dwelling unit at regular intervals.
7. To keep the premises and other such areas as may be assigned to him/her for his/her exclusive use in a clean, sanitary and safe condition.
8. To dispose of all garbage, rubbish and other waste from the premises in the receptacles provided by Management in a safe and sanitary manner.
9. To use only in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.
10. To refrain from and to cause his/her household and guests to refrain from destroying, defacing, damaging, removing or stealing any part of the premises or development or the property of other tenants, employees of the BHA or its agents.
11. To pay reasonable charges (other than for wear and tear) for the repair of damages to his/her or other Tenant's premises, development buildings, facilities or common areas caused by the Tenant, his/her household or guests as per a schedule of charges as posted by management. Said charges shall be due and payable two weeks after receipt by the tenant of a written statement of charges reflecting the actual costs of the repair.
12. If any alterations or repairs are made by the Tenant without the consent of the Management, Tenant must pay for the cost of removal of such alterations and repairs to bring the apartment up to the condition it was in at the time said alteration or repair was made by the Tenant and Tenant shall be responsible for the actual cost, including overhead, when any alteration, damage or disrepair is Tenant caused. Said charges shall be due and payable two weeks after receipt by the tenant of a written statement of charges.
13. To conduct him/herself and cause other persons who are on the premises with his/her consent, to conduct themselves in a manner which will not disturb his/her neighbor's peaceful enjoyment of their accommodation and will be conducive to maintaining the development in a decent, safe and sanitary condition.
14. To refrain from illegal or other activity which impairs the physical or social environment of the development, and to assure that the tenant, any member of the tenant's household, any guest of the tenant, or any person on the premises with the consent of the tenant, does not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the BHA's public housing premises by BHA tenants or employees or agents of the BHA, or any drug-related criminal activity on or near the premises, or on any property of the BHA.
15. Excepting in elderly or handicapped and disabled housing, that no animals will be kept in the dwelling unit (apartment) and/or on the premises of the development, or in Tenant's care (except birds in cages and fish kept in aquariums). Under no circumstances may birds of prey or reptiles (other than turtles) be permitted in the leased premises. In elderly or handicapped housing, to abide by any rules and regulations regarding pets as posted in the management office.
16. To abide by all parking, storage and towing regulations which are established by Management for automobiles and/or other vehicles that are owned and properly registered in the Tenant's name and brought on the premises of Management.

VII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY: In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants:

1. The Tenant shall immediately notify project management of the damage.
2. The Management shall be responsible for repair of the unit within a reasonable time provided that if the damage was caused by the Tenant, Tenant's household or guests, the reasonable cost of the repairs shall be charged to the Tenant, in accordance with the provisions of paragraph VI (10) above.
3. Management shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
4. Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with Section VII (2) of the lease, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, Tenant's household or guests.

VIII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

1. Management and the Tenant or his/her representative shall be obligated to inspect the premises prior to commencement of occupancy by the Tenant. The Management will furnish the Tenant with a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. The statement shall be signed by the Management and the Tenant, and a copy retained by the Management in the Tenant's folder.
2. Management shall inspect the unit at the time the Tenant vacates the unit and furnish the Tenant with a statement of any charges to be made in accordance with Section VI (10) and (11). Provision shall be made for the Tenant's participation in the latter inspection, unless the Tenant vacates without notice to Management.

IX. ENTRY OF PREMISES DURING TENANCY:

1. Management, upon reasonable notification to the Tenant, shall be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, including extermination of the dwelling unit, or for making improvements or repairs, or to show the premises for re-leasing, or if the premises appear to be abandoned. A written statement specifying the purpose of Management entry delivered to the premises at least twenty-four hours before such entry shall be considered reasonable advance notification.
2. Management may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists.
3. In the event that the Tenant and all adult members of his/her household are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

X. NOTICE PROCEDURES: Procedures to be followed by the Management and Tenants in giving notice, one to the other, shall require:

1. Except as provided in Section IX - Entry of premises during tenancy, notice to the Tenant shall be in writing and delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling unit or sent by prepaid first-class mail, properly addressed. If the Tenant is visually impaired, all notices shall be in an accessible format, unless the Management has actual knowledge that the Tenant has the regular assistance of a sighted person who is available to read the notice to the Tenant in a timely way.
2. Notice to the Management shall be in writing, delivered to the Management central office or sent by prepaid first-class mail, properly addressed.

XI. RENT REDETERMINATIONS: Income recertifications of federal public housing Tenants provide for annual recertification.

1. Tenant agrees to furnish such information and certifications regarding family composition and income as may be necessary for Management to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size.
2. Tenant agrees to transfer to an appropriate size dwelling unit based on family composition, upon notice by Management that such a dwelling unit is available.

XII. LEGAL COSTS : All legal costs and charges incurred by the BHA in connection with any eviction action brought by the BHA will be charged to Tenant and Tenant hereby agrees to pay the same unless the Tenant prevails in court. Legal costs and charges shall include but not be limited to all constable fees, court costs, and other expenses incident to eviction.

XIII. ABANDONED PROPERTY/NOTIFICATION IN EVENT OF DEATH: In the event the Tenant dies, leaving no remaining members of the household, the BHA shall contact the person designated below of the existence of the Resident's personal property. Management shall store for fifteen (15) days items left in the leased premises after termination of the lease, unless the items are perishable or hazardous to health or safety. Abandoned property may be disposed of in an appropriate manner.

Name: _____

Address: _____

Telephone: _____

XIV. TERMINATION OF LEASE:

1. Management may terminate this lease for the following reasons:
 - A. Nonpayment of rent
 - B. Serious or repeated interference with the rights of other tenants or BHA employees or agents.
 - C. Serious or repeated damage to the property of other tenants, the BHA, its employees, or agents.
 - D. Creation or maintenance of a serious threat to the health or safety of other tenants or BHA employees or agents.
 - E. Illegal or other activity which impairs the physical or social environment of the development, including but not limited to criminal activity that threatens the health, safety or right to peaceful enjoyment of any of the BHA's public housing premises by BHA tenants or employees or agents of the BHA, or any drug-related criminal activity on or near the premises, or any property of the BHA, including, (a) unlawfully possessing or carrying a weapon on or near BHA property, in violation of M.G.L. c. 269 §10, (b) unlawfully possessing or using an explosive or incendiary device or other explosive devices, as defined in M.G.L. c. 266 § 101, 102, 102A, and 102B, on or near Housing Authority property, (c) use of the premises for illegal or immoral purposes by a Resident, member of Resident's household or invited guest of a Resident, including without limitation the use of the premises for purposes of prostitution, assignation, lewdness, illegal gaming, or the illegal keeping, sale or manufacture of alcoholic beverages, or the illegal keeping, sale or manufacture of a Class A, B, C, D, or E controlled substance, as defined in M.G.L. c. 94 C § 31 by the tenant, any member of the tenant's household, any guest of the tenant, or any person on the premises with the consent of the tenant.
 - F. Income which exceeds the maximum allowable under the posted Admissions and Continued Occupancy Policy.
 - G. Failure to complete and return to the BHA a Continued Occupancy form or failure to verify information on the Continued Occupancy Form.
 - H. Failure to notify the BHA of a change in family composition or income pursuant to Paragraph XI above.
 - I. Failure to move to an appropriate sized dwelling unit upon thirty (30) days notice of availability from the BHA in accordance with Paragraph XI (2).
 - J. Failure to execute a lease or lease rider as required by Paragraph VII R including, but not limited to, Paragraph VI above.
 - K. Serious or repeated violation of the other material terms, conditions or covenants of this lease including but not limited to Paragraph VI above.
 - L. Other good cause.

2. Management shall give written notice of termination of the lease of:
 - a. 14 days in the case of failure to pay rent.
 - b. A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other Tenants or Management employees.
 - c. Thirty (30) days in all other cases.
3. Tenant may terminate any time by giving Management thirty (30) days written notice.
4. A notice of termination of the tenancy sent to the Tenant shall state specific grounds for termination, shall inform the Tenant of his/her right to make such reply as he/she may wish, and where applicable, inform the Tenant of his/her right to request a hearing under the grievance procedure. The notice shall also inform the Tenant of the right to examine and copy BHA documents prior to any grievance hearing or court trial.
5. If the BHA alleges that a tenant has violated Sub-paragraph 1E of this Paragraph XIV above, and has decided to exclude any grievance by the Tenant concerning the lease termination from its procedure, the notice of lease termination under sub-paragraph 4 above shall state that the Tenant is not entitled to a grievance hearing, shall specify the court procedure to be used by the BHA for eviction, and state that HUD has determined that this procedure provides due process, and shall specify whether the eviction is for criminal activity or drug-related criminal activity. The BHA may proceed pursuant to M.G.L. c.139 §19 in appropriate instances.
6. A notice terminating tenancy may be combined with, or run concurrently with, a notice to quit under state law.
7. When the BHA is required to afford the Tenant the opportunity for a hearing concerning a lease termination under the grievance procedure, the BHA may not commence an eviction action in court until the time for the Tenant to request a grievance hearing has expired, and if a hearing was timely requested by the Tenant, until the grievance process has been completed.

XV. GRIEVANCE PROCEDURES AND REQUIREMENTS:

All disputes concerning the obligations of the Tenant or Management shall be resolved in accordance with the federal grievance procedure in effect at the time the dispute arises.

XVI. POSTING OF POLICIES, RULES AND REGULATIONS:

Schedules or special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the lease by reference shall be publicly posted in a conspicuous manner in the Management office and shall be furnished to applicants and Tenants on request. Such schedules, rules and regulations may be modified from time to time by Management provided that the Management shall give at least 30-day written notice to each affected Tenant setting forth the proposed modification, the reasons therefor, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by Management prior to the proposed modifications becoming effective. A copy of such notice shall be:

- (a) Delivered directly or mailed to each Tenant: or
- (b) Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Management office, if any, or if none, a similar central business location within the development.

XVII. REASONABLE ACCOMMODATION: For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a nonhandicapped person.

XVIII. MODIFICATION OF THE LEASE

Except for rent and household composition changes, modification of the lease must be accomplished by a written rider to the lease executed by both parties. Policies, rules, charges and allowances incorporated in this lease by reference may be modified in accordance with HUD regulations.

Executed on this _____ day of _____, 19____

TENANT _____

MANAGEMENT:
BROOKLINE HOUSING AUTHORITY

By: _____

Title: _____

Date: _____

SAMPLE