

Sample

**LEASE FOR PUBLIC HOUSING IN DELAWARE TERRACE**

This LEASE AGREEMENT ("Lease") is entered into this day of and between Pennrose Management Company ("Landlord"), as management agent for

**Delaware Terrace L.P.** ("Owner"),

And

Tenant hereby agrees on the following, terms and conditions:

**1. UNIT AND PREMISES**

- a. Subject to the terms and conditions of this Lease and in consideration of the rent, Owner leases to Tenant, a Unit Street located in the development known as **Delaware Terrace** (the "Development"), for use solely as a private residence. The use of the Unit shall include the use of any steps, porch, hallway, lawn or yard adjacent to or surrounding the Unit and/ or any common interest therein or' in any other common area (collectively, the "Premises"). The Landlord shall provide a refrigerator, range, and dishwasher, washer and dryer in the Unit for the Tenant's use at no cost to the Tenant.
  
- b. The Unit is for the exclusive use and occupancy by Tenant and Household Members Listed below:

Mem #	Name	Relationship	SSN	DOB	F/M	Delete /Add	Date
1							
2							
3							
4							
5							

- c. No other Tenants and/or Household Members are permitted, and no other individuals may occupy the Unit (except as a guest to the extent permitted in this Lease), unless added to the Lease with the approval of the Landlord. This requirement does not apply to additions by reason of natural birth, adoptions or children placed in kinship care. Tenants must promptly inform Owner of the birth, adoption or court awarded custody of a child.
  
- d. Household Members may include foster children and live-in aides. However, foster children and live-in aides will not be added to the Lease or have any rights to continue living in the Unit if the Head of Household or assisted member of the Household (respectively) dies or leaves the Unit.

- e. With the written consent of Landlord, and subject to the terms set forth below, Tenant may engage in legal profit-making activities. Landlord's consent to any legal-profit making activities in the Unit will only be given if the Owner determines that such activities are incidental to primary use of the Unit as a private residence and will not generate extra noise, traffic, trash, odors or use of utilities and appliances, or violate any zoning or other applicable law, and will not cause any recapture of or reduction in low-income housing tax credits.
- f. Household members over the age of 18 who move out of the Unit will be deleted from the lease and will not be re-admitted as a Household Member without the prior written approval of Landlord. Neither Tenant nor any Household Members will permit any individual who has been evicted from a public housing development to occupy the Unit for any period of time.
- g. Landlord's consent or approval of the addition of a Household Member will be subject to screening the proposed additional member for eligibility for public housing in accordance with the Policy Governing Admissions and Occupancy (the "Occupancy Policy") which is available at the management office.
- h. If the Unit has special features making it accessible for individuals with disabilities, and no Household Member needs such special features, Landlord may require the Household to transfer to another unit in the Development when the Unit is needed by a household needing such features. Landlord will pay all costs associated with any such transfer.
- i. Landlord shall make reasonable accommodations that may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling unit.
- j. (i) In the event that Tenant dies or vacates the Unit and there is no other adult (over the age of 18) Household Member already listed on the Lease (excluding foster children and live-in aides), the Lease terminates immediately.  
  
(ii) In the event that Tenant dies or vacates the Unit and as of that date there has been no breach of the Lease by the Tenant, or any Household Member, or Guest, and there is an adult (over 18) Household Member (excluding foster children and live-in aides) listed on the Lease, that adult may assume the Lease with all of its obligations and responsibilities hereunder.

• 2. **LEASE TERM**

- a. The commencement date shall be the date on which the Lease is signed. The term of the Lease shall be a period of one (1) year, beginning on the commencement date and terminating at midnight on the day of . Upon the terminating date, the Lease terms and conditions will continue on a year-to-year basis, until this Lease is ended by: (i) the Tenant giving 30 days written notice to Landlord that Tenant does not wish to renew for an additional term and Tenant vacates by the end of the current term; or (ii) Tenant or other Household Members have seriously or repeatedly violated any material terms of this Lease (such as failure to make any payments due); (iii) Tenant or other Household Member has failed to comply with community service or economic self sufficiency program requirements set

forth in Section 10(z) hereof; or (iv) the Household is no longer eligible for public housing; or (v) the Landlord has other good cause for the eviction. In all cases, the Landlord is obligated to take any and all actions required by law to terminate the lease.

3. **RENT**

- a. For the first one-year term of the Lease, Tenant has elected to pay an income-based rent of \$ per month (the "Rent"). For each additional one-year term of this Lease, Tenant will elect to pay either a flat rent or an income-based rent calculated in accordance with applicable law (as part of Tenant's annual recertification under Section 11 hereof). If Tenant takes occupancy after the first of the month, Rent for the first month shall be \$ Rent shall be paid without demand on the first (1st) day of each month. Rent shall be paid at the management office by check or money order made payable to the Owner. No cash will be accepted.
- b. If Landlord does not RECEIVE the Rent by the fifth (5th) working day of the month and has not approved in writing any extension of payment, a \$20.00 administrative fee ("Administrative Fee") shall be charged. The Administrative Fee must be paid on the first (1st) day of the month after the fee is charged. If Tenant lawfully withholds Rent, no Administrative Fee will be charged.
- c. A tenant paying Rent late without the permission of Landlord will be in default and Landlord may, at its option, terminate the Lease and file for eviction of the Tenant and all Household Members from the Unit. If Tenant receives income from the Department of Welfare, Tenant will be encouraged to participate in the "Vendor Payment Program."
- d. Tenant is aware that Landlord may report any past due Rent, damages, utilities, or other costs owed by Tenant to a credit reporting agency. Tenant understands this reporting could affect Tenant's ability to obtain credit for future housing. Tenant also understands that Landlord may turn delinquent accounts over to a collection agency for further action.
- e. At all times, Rent shall be calculated in accordance with law.

4. **INSPECTION**

- a. **Pre-occupancy inspection:** Landlord and Tenant or Tenant's representative will inspect the Unit prior to occupancy by Tenant. Landlord will give the Tenant a copy of the inspection form showing the condition of the Unit, and any equipment or appliances provided with the Unit. The inspection form shall be signed by Landlord and Tenant and a copy of the form shall be given to Tenant and retained in Tenant's folder. Tenant may disagree with the condition of the Unit, but such disagreement will not prevent Tenant from occupying the Unit. Any deficiencies noted on the executed inspection form will be corrected by Landlord before Tenant moves in, at no charge to Tenant.
- b. **Post-occupancy Inspection:** Landlord will inspect the Unit at the time Tenant vacates the Unit and will give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or Tenant's representative may join

in such inspection, unless Tenant vacates without notice to Landlord. Tenant and/or Tenant's representative may disagree in writing with the condition of the Unit as identified in this inspection form.

- c. By signing this lease, Tenant agrees that the leased property is safe, clean and in good condition and that all appliances and equipment are in good working order.
- d. When signing this lease, Tenant also agrees to sign the Unit Inspection Report (**Attachment No.2**), after reviewing it with Landlord. When this lease ends, Tenant is responsible for all items needing repair beyond normal wear and tear not listed on the Unit Inspection Report.

5. **SECURITY DEPOSIT**

- a. To secure the performance of all material terms of this Lease, Tenant agrees to pay a security deposit (the "Deposit") in an amount equal to the Tenant's Total Tenant Payment ("TTP"), but in no event shall the Deposit be less than one hundred dollars (\$100.00). The TTP is equal to 30% of the Tenant's monthly adjusted income. In the event that the TIP is \$99 or less, the Tenant will be required to pay \$100 as the Deposit. The Deposit shall be escrowed as required by law. The Deposit may be applied, after this Lease is terminated, to offset any unpaid Rent or damage to the Premises that Landlord suffered because of Tenant's default under this Lease.
- b. The Deposit may not be used to cover unpaid Rent or other charges while Tenant is still in occupancy.
- c. At the termination of this Lease, Tenant agrees to give Landlord a written forwarding address and return all keys before moving from the Unit. Landlord (along with Tenant or Tenant's representative) will complete a post-occupancy inspection as provided in Section 6(b) hereof. In addition to the statement of charges to be provided under Section 6(b) hereof, provided that Tenant leaves Landlord with a forwarding address in writing Landlord will deliver to Tenant (1) a written statement indicating the original amount of the Security Deposit, any interest earned and any charges for unpaid Rent, and (2) a check for the balance of the Security Deposit, if any, after deducting any charges for repairs and unpaid Rent. If Tenant disagrees with any deductions made, Tenant may pursue a grievance under Owner's current Tenant Grievance Procedure. If Tenant leaves the Unit without giving Landlord a forwarding address, Landlord may keep the Security Deposit until such time, if any, that it receives such forwarding address.

6. **UTILITIES**

- a. Landlord shall supply only those utilities as indicated by an "X":
  - electricity
  - gas,
  - water
  - heat
  - sewer.

Tenant will pay for all other utilities, related deposits and charges on Tenant's utility bills. Utilities shall be used for normal household purposes only.

- b. Tenant agrees to pay excess utilities as assessed by Landlord in accordance with the schedule of current "Utility Allowances/Tenant Purchased Utilities" on or before the first (1st) day of the second calendar month following the month in which Landlord assesses and notifies Tenant of the excess charges (but in no event less than two weeks after Landlord gives notice of the charges). A schedule of current "Utility Allowances - Tenant Purchased Utilities" shall be posted in the on-site Manager's office and incorporated herein by reference. The schedule of "Utility Allowances - Tenant Purchased Utilities" lists the costs for normal use of gas, electricity and water and is adopted by Landlord. Landlord shall use the same rate the utility company uses to compute excess utility charges. If Tenant fails to pay the excess utility charges on the due date, Tenant shall be in default, and Landlord may, at its option, terminate the Lease and file for eviction of Tenant from the Unit.

**7. MAINTENANCE AND REPAIRS**

- a. Tenants must request maintenance repairs by telephone either during regular business hours, or during non-business hours for emergency repairs, by telephoning the Rental Office. During non-business hours, the Tenant will be guided through a series of prompts for the correct reporting of emergency, routine or preventive maintenance needs.
- b. Tenant shall pay reasonable charges for the repair of damage to the Premises beyond normal Wear and tear or which is negligently or intentionally caused by Tenant, Household Members, and guests. Repair charges shall be established in the Schedule of Tenant Charges and Sales attached as an exhibit hereto and posted in the Management Office. The Schedule of Tenant Charges and Sales is the list that shows the costs of specific repairs, and is incorporated herein by reference.
- c. Charges will also be assessed to pay for damages caused by fire or smoke that are a direct result of negligence or intentional conduct on the part of the Tenant, Household Member or guests, as determined by the local Fire Department or other fire officials. Such fire and smoke damage charges shall be in the amount of the replacement cost or actual cost, whichever is less.
- d. All charges for replacements and repairs under Sections 7(b) or 7(c) hereof must be paid 45 days from the date on which Landlord assesses and notifies Tenant of the excess charges, but are not collectable until two weeks after Tenant receives written notice from Landlord. Tenant may be given the option of entering into a reasonable payment agreement for repair charges. Failure to pay such charges on the due date shall be considered a serious violation and grounds for termination of this Lease.

**8. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY**

- a. When conditions are created on the Premises which create a hazard to the life, health and/or safety of its residents, Tenant shall immediately notify Landlord of

the condition. Landlord shall be responsible for repair of the Premises, as stated in Section 16 hereof. If the damage was caused by Tenant, Household Members or guests, the reasonable cost of repair shall be charged to Tenant and shall be payable not fewer than 45 days from the date on which charges are incurred.

- b. If repair cannot be made within a reasonable time and provided that the damage was not caused by Tenant, any Household Member, or Guest, Landlord shall provide alternative accommodations, if available. Further, ill the event Landlord fails to fulfill its responsibility to make repairs within a reasonable amount of time or provide alternative accommodations, the Tenant's Rent shall be abated in proportion to the seriousness of the damage and loss in value of the Unit as a dwelling. Rent shall not be abated if Tenant rejects reasonable alternative accommodations or if the damage is determined to be caused by Tenant Household Members and/or guests.

9. **ENTRY OF UNIT DURING LEASE TERM**

- a. Subject to the requirement of notice stated below, Landlord shall have the right to enter the Unit to perform routine inspections and maintenance (including, but not limited to, any inspections required by the Owner, the Pennsylvania Housing Finance Agency and any other entity that regulates the Project), to perform improvements or repairs, for pest control purposes, to show the Unit for releasing, or to determine if Tenant still occupies the Unit when reasonable doubt exists. Landlord shall give two (2) days written notice to Tenant stating the date and time and purpose of proposed entry. Such date and time shall be reasonable. Landlord may enter the Unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If Tenant and all adult Household Members are absent at time of entry, Landlord shall leave in the Unit a written statement giving the date, time and purpose of such entry.
- b. Failure to allow Landlord or its contractors to enter into the Unit for any of the reasons set forth in this Section shall be cause for termination of the Lease.

10. **TENANT OBLIGATIONS**

Tenant Agrees:

- a. To use the Unit solely as a private dwelling for Tenant and Household Members as named in this Lease and for any legal profit-making activities expressly approved by Landlord under Section 1(e) hereof, and not to use or permit the use of the Premises for any other purpose.

INITIAL \_\_\_\_\_

- b. Tenant shall not sublease or assign this Lease.

INITIAL \_\_\_\_\_

- c. Tenant shall not provide accommodations for boarders and other lodgers.

INITIAL \_\_\_\_\_

- d. Tenant may reasonably provide accommodations to Tenant's guests or visitors for a period not exceeding five (5) days, unless written permission from the Landlord is given for a period of up to fifteen (15) days. A guest is someone who is not on the Lease and is present in Tenant's Unit with the consent of Tenant or Household Member. Permission to permit guests to live in the Unit in excess of five (5) days but less than fifteen (15) days shall not be unreasonably withheld by Landlord. The limitation does not apply to any li  
ve-in aide for any Household Member.

INITIAL \_\_\_\_\_

- e. To abide by such necessary and reasonable rules and regulations established by Landlord for the benefit and wellbeing of the Development and its residents (Attachment No.4). These regulations shall be posted in the management office, and are incorporated herein by reference.

INITIAL \_\_\_\_\_

- f. To comply with all obligations imposed upon tenants by applicable provisions of City, State, and Federal building and housing codes materially affecting health and safety.

INITIAL \_\_\_\_\_

- g. To explain Landlord's rules and regulations to all Household Members and guests and to be responsible for preventing violation of any of these rules.

INITIAL \_\_\_\_\_

- h. To maintain the Unit and all appliances assigned to Tenant and listed on the inspection form for Tenant's exclusive use in a decent, safe, clean and sanitary condition, to maintain the yard assigned to Tenant (if any) in a neat and orderly manner, to pick up and remove trash and to dispose of garbage, rubbish and other waste in a sanitary and safe manner, as directed by Landlord.

INITIAL \_\_\_\_\_

- i. (1) To assure that no Tenant, member of the Tenant's household, or guest, engages in:

(a) Any drug-related criminal activity, on or off the Premises.

(b) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other Tenants or employees of Management or persons residing in the immediate vicinity of the Premises.

- (2) To assure that no other person under the Tenant's control engages in:

(a) Any drug-related criminal activity on the Premises.

- (b) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other Tenants or employees of Management or persons residing in the immediate Vicinity of the Premises.
- (3) To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the Premises by other Tenants.
- (4) The physical presence of the controlled substance rather than actual ownership of the drugs shall constitute a material breach of this agreement and amount to grounds for immediate lease termination in compliance with Pennsylvania law.
- (5) For the purposes of this section, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act, (21 U.S.C. §802).)

INITIAL \_\_\_\_\_

j. It shall be considered a material breach of Tenant's Lease and specific grounds for lease termination if any Tenant, Household Member or Guest does any of the following in the Unit or on the Premises:

- (1) Utilize or attempt to utilize a potentially deadly weapon in connection with a verbal or non-verbal threat of bodily harm without legal justification; or
- (2) Shoot, fire, explode, throw or otherwise discharge a potentially deadly weapon; or
- (3) Inflict any injury upon another person through the intentional, reckless or negligent use of a deadly weapon without legal justification; or
- (4) Damage any the Landlord's property through the reckless, careless or negligent use of a deadly weapon.

INITIAL \_\_\_\_\_

k. Tenant shall not engage in:

- (1) any other activity that threatens the health, safety or right to a peaceful enjoyment of the Premises by other residents;
- (2) any other activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises; and

- (3) any other activity that threatens the health or safety of any on-site property management staff responsible for managing the Premises. Such actions engaged in by a Tenant, any member of the Tenant's household, or any guest, or other person under the Tenant's control, shall be grounds for termination of tenancy.

INITIAL \_\_\_\_\_

- l. To act and to cause Household Members and guests to act in a manner which will not disturb other residents' peaceful enjoyment of their accommodations or community facilities and which will be conducive to maintaining the Premises in a decent, safe and sanitary condition; to refrain from illegal or other activity which would impair the physical or social environment of the Development; and to act in such a way as to positively contribute to maintaining the Development and the community in a decent, safe and sanitary condition.

INITIAL \_\_\_\_\_

- m. To use electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities (including elevators) in a reasonable manner.

INITIAL \_\_\_\_\_

- n. To refrain from and cause all Household Members and guests to refrain from destroying, defacing, damaging or removing any part of the Premises and any community buildings, facilities, or common areas.

INITIAL \_\_\_\_\_

- o. That neither Tenant, nor Tenant's guests, visitors, or those under Tenant's control shall possess, store, use, or discharge any firearm, rifle, pistol, shotgun, or any other device that is designed or may be readily converted to expel or fire any projectile by the action of an explosion, air pressure, spring mechanism, or the like in their apartment or in the common areas of the complex. The only exception to this rule shall be for those connected with law enforcement, the military or such other occupation that requires possession of a firearm as a bona fide qualification of their employment. In such instances, Tenant shall advise the manager in writing of the weapon possessed and the bona fide occupational requirement for the possession of such weapon. It is Tenant's responsibility to follow all federal, state and local laws and regulations applicable to any such weapons, and to safe-keep those weapons so as to avoid risks to any other person.

INITIAL \_\_\_\_\_

- p. Tenant shall not make any alterations to the Unit (including painting) and shall obtain prior written consent from Landlord before installing any equipment or appliances inside the Unit or on the Premises.

INITIAL \_\_\_\_\_

- q. To notify Landlord in advance and to make arrangements for the care of the Unit if Tenant plans to be away from the Unit for more than fifteen (15) days.

INITIAL \_\_\_\_\_

r. To notify Landlord immediately of the need for repairs to the Unit and of any unsafe conditions on the Premises or grounds which might lead to injury or damage.

INITIAL \_\_\_\_\_

s. To comply with Owner's Pet Policy (Attachment No.5). The Pet Policy governs the conditions under which Tenant may have a pet.

INITIAL \_\_\_\_\_

t. Not to keep or maintain any inoperable vehicle, or a vehicle without a license plate or inspection sticker, in any parking lot on the Premises. Landlord may regulate the manner, time and place of all parking and may remove illegally parked vehicles in accordance with state and local statutes.

INITIAL \_\_\_\_\_

u. Not to wash or repair cars or trucks on the Premises.

INITIAL \_\_\_\_\_

v. Not to change any locks in the Unit or on the Premises.

INITIAL \_\_\_\_\_

w. Not to use any heating source other than the one provided in the leased property. Tenant will keep the temperature at 60 degrees or above at all times. If Tenant is unable to comply, Tenant shall notify Landlord in writing and by telephone, prior to allowing the temperature to fall below 60 degrees. Tenant will pay for any damages to the Premises caused by Tenant's failure to maintain a temperature of at least 60 degrees and failing to notify the Landlord.

INITIAL \_\_\_\_\_

x. Not to use or to have any waterbed(s) in the Unit.

INITIAL \_\_\_\_\_

y. Not to have, install, or use any washer(s) or dryer(s) in the Unit other than what is provided by landlord.

INITIAL \_\_\_\_\_

z. Not to have, install, or use any freezer(s) in the Unit other than that which is a part of the primary refrigerator/freezer combination in the kitchen of the Unit (i.e. an additional or separate stand-alone freezer is prohibited).

INITIAL \_\_\_\_\_

aa. Unless specifically exempt under federal law, Tenant shall ensure that each adult Household Member:

- (i) contributes eight (8) hours per month of community service (not including political activities);
- (ii) participates in an economic self-sufficiency program (as that term is defined by Federal law); or
- (iii) performs eight (8) hours per month of a combination of (i) and (ii).

INITIAL \_\_\_\_\_

bb. Any serious or repeated violation of the terms of this Lease will place Tenant in default of this Lease, and allow Landlord to terminate this Lease and file for eviction of Tenant from the Unit. Tenant has the right to file a grievance with Landlord (in accordance with Owner's Tenant Grievance Procedure) arising from a dispute concerning a violation of any of the Tenant Obligations,

INITIAL \_\_\_\_\_

#### 11. REDETERMINATION OF ELIGIBILITY, RENT OR DWELLING SIZE

##### a. REGULARLY SCHEDULED RECERTIFICATION

1. Once a year, Landlord will request Tenant to report the income and composition of Tenant's household and to supply any other information required by HUD for the purposes of determining Tenant's Rent and assistance payment, if any, in accordance with the Occupancy Policy, and for the purposes of determining Tenant's Tax Credit eligibility. Tenant agrees to provide accurate statements of this information and to do so by the date specified in Landlord's request. Landlord will verify the information supplied by Tenant and use the verified information to recompute the amount of Tenant's Rent and assistance payment, if any. The Occupancy Policy contains the eligibility requirements for admission to public housing, and is incorporated herein by reference.
2. If Tenant does not submit the required recertification information by the date specified in Landlord's request, Landlord, at Landlord's sole discretion, may impose any or all of the following penalties:
  - a) Deem Tenant to be in default and terminate the lease in accordance with Section 19(b).
  - b) Increase Tenant's Rent to the maximum rent permitted by the Federal Low Income Housing Tax Credit Program or the Public Housing Program.
  - c) Implement any increase in Rent resulting from the recertification processing without providing the thirty (30) day notice otherwise required.

3. Tenant may request to meet with Landlord to discuss any change in Rent or assistance payment resulting from the recertification processing. If Tenant requests such a meeting, Landlord agrees to meet with Tenant and discuss how Tenant's Rent and assistance payment, if any, were computed.
4. Any new Rent charged as a result of the annual re-examination of Rent will be effective the first day of the second month following the annual reexamination, Tenant will receive at least thirty (30) days advance written Notice of Rent Adjustment.
5. When a change in family composition justifies the need for transfer under the Occupancy Policy, Tenant agrees to transfer to an appropriately sized dwelling unit in good condition within the Development. Tenant shall be given at least thirty (30) days written notice of availability of a unit before being required to move. Tenant's response to the transfer offer should state Tenant's willingness, or unwillingness (with reason), to transfer when an appropriate unit becomes available. All costs associated with the move will be the responsibility of Tenant.

b. INTERIM RENT REDETERMINATION:

1. Rent will not be changed during the first year of this Lease or between annual re-certifications unless the following occurs during such period:
  - a.) It is determined that Tenant or Household Members misrepresented information upon which the Rent calculation was based.
  - b) Tenant has a decrease in family income and/or a change in family composition which will result in a decrease in Rent. For any tenant family whose income includes welfare or other public assistance benefits, Tenant's Rent will not be decreased to account for any reduction in such benefits resulting from (a) a family member's failure to participate in an economic self-sufficiency program or work activity required by the applicable public assistance program, or (b) any act of fraud by any family member under the program or applicable law. However, the Owner shall consider any decrease in income that results from a reduction of such benefits if the family (or a member thereof, as applicable) has complied with the conditions for receiving such assistance and is unable to obtain employment notwithstanding such compliance.
  - c) An increase in Rent is required by an increase in family income, changes in HUD regulations or implementation of a Preservation and Transformation Plan, as described below.

- d) A change in Tenant's utility allowance results in a change in Rent.

c. **REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATIONS:**

1. If any of the following changes occur, Tenant must report such changes within fifteen (15) days:
  - a) Any Household Member moves out of the Unit
  - b) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment
  - c) The household's income cumulatively increases by \$200 or more a month.
2. Tenant may report any decrease in income or any change in other factors considered in calculating Tenant's Rent. Unless Landlord has confirmation that the decrease in income or change in other factors will last less than one month, Landlord will verify the information and make the appropriate rent reduction. However, if Tenant's income will be partially or fully restored within two months, Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and Landlord may not evict Tenant for nonpayment of Rent during the period of the reported decrease and the completion of the certification process. Tenant has thirty (30) days after receiving written notice of any Rent due for the above described time period to pay or Landlord can evict for nonpayment of rent.
3. If Tenant does not advise Landlord of these interim changes, Landlord, at Landlord's sole discretion, may impose any or all of the following penalties:
  - a) Deem Tenant to be in default and terminate the lease in accordance with Section 19(b).
  - b) Increase Tenant's Rent to the maximum Rent permitted by the Federal Low Income Housing Tax Credit Program.
  - c) Implement any increase in Rent resulting from the recertification processing without providing the thirty (30) day notice otherwise required.
4. Tenant may request to meet with Landlord to discuss how any change in income or other factors affected his/her Rent or assistance payment, if any. If Tenant requests such a meeting, Landlord agrees to meet with Tenant and explain how Tenant's Rent or assistance payment, if any, was computed.

d. EARNED INCOME DISALLOWANCE

1. The earned income disallowance ("EID") encourages people to enter the work force by not including the full value of increases in earned income for a period of time.
2. A family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID.
3. Specifically the EID includes the following:
  - (i) Initial twelve-month exclusion: During the cumulative twelve month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the Landlord must exclude from annual income any increase in income of the applicable family member as a result of employment over prior income of that family member.
  - (ii) Second twelve month exclusion and phase-in, During the second cumulative twelve month period after the date an applicable member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family fifty percent (50%) of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.
  - (iii) Maximum four-year disallowance. The disallowance of increased income of an applicable individual family member is limited to a lifetime 48-month period, The disallowance only applies for a maximum of twelve months for disallowance of the full increase in income and a maximum of twelve months for disallowance of fifty percent of the increase in income, during the 48-month period starting from the initial exclusion.
4. This disallowance applies only to individuals in families already participating in the public housing program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:
  - (i) Employment of a family member who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.

- (ii) Increased earnings by a family member during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work to such families.
- (iii) New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families ("TANF") or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

**12. REMOVAL OF SUBSIDY BY HUD**

Tenant understands that the Unit is available to Tenant only because of the operating subsidy payments made to the Owner (the "Subsidy Payments"), which allow the Owner to offer the Unit to Tenant at a rent level that is less than the market (unsubsidized) rent which would otherwise be due on the Unit. Rent paid by the Tenant may be less than the cost of operation of the Unit. If the amount of the Subsidy Payments is reduced or eliminated, the Landlord may be permitted by Section 35 of the United States Rousing Act of 1937 (the "Act") to deviate from the Act's general restrictions regarding rents, income eligibility, and other areas of public housing management. Under such circumstances, subject to the limitations described in Section 35 of the Act or any successor provision and in accordance with any implementing HUD regulations, the Landlord may take reasonable steps to put the Owner's project on a sound financial footing, including increasing the rent up to market levels, upon such notice to the Tenant as is required tinder state law. Instead of, or in combination with, such actions by Landlord, the Landlord may arrange for the provision of a replacement public housing unit or Section 8 voucher to Tenant. Notwithstanding any other provision of this Lease, Tenant agrees that upon due notice Tenant will accept an offered voucher or replacement unit and move out of the Unit, or pay such additional rent (not to exceed market rent), or otherwise take such actions as the Landlord requires in compliance with Section 35 of the Act. If Tenant fails to respond to an offered voucher or replacement unit within five (5) days of such an offer, it will be considered a rejection and grounds for lease termination. All costs associated with the move will be the responsibility of the Owner.

**13. TENANT OBLIGATION TO REPAY**

If Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by Section 11 hereof, and as a result, is charged a rent less than the amount required by HUD's rent formulas, Tenant agrees to reimburse Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. Tenant is not required to reimburse Landlord for undercharges caused solely by Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

14. **TRUTHFUL APPLICATION/PENALTIES FOR SUBMITTING FALSE INFORMATION**

Knowingly giving Landlord false information regarding income or other factors considered in determining Tenant's eligibility and Rent is a violation of the lease and is grounds for termination of tenancy. In addition, Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000.00 and imprisonment for up to five (5) years.

15. **LEASE MODIFICATION**

If Landlord determines that this Lease requires modification, Landlord shall present to Tenant a Lease Modification Rider, to be signed by Landlord and Tenant. Such a Lease Modification Rider is not required in the case of a notification of rent adjustment (pursuant to annual or interim reexaminations).

16. **LANDLORD OBLIGATIONS**

a. Landlord shall:

1. Maintain the Premises and all Development facilities, common areas and grounds not otherwise assigned to Tenant for maintenance and upkeep in a decent, safe, and sanitary condition.
2. Promptly make needed repairs to the Unit by responding in the following manner: Within two (2) business days after receiving a repair request, and within 24 hours after receiving a repair request that constitutes an emergency:
  - a) Provide inspection of the Unit by Landlord or qualified maintenance staff.
  - b) Complete and process all necessary work orders required to initiate the correction of the condition. A copy of the work order shall be given to Tenant. Landlord shall complete all non-emergency repairs in an adequate, competent and professional manner, within five (5) working days from the inspection date, whenever possible. If the work cannot be completed within that time frame, Landlord shall explain to Tenant in writing why the work cannot be completed within five (5) working days and issue a repair schedule providing for completion of the work in a prompt and reasonable time, with a copy given to Tenant. Tenant may request a grievance hearing (in accordance with Owner's Tenant Grievance Procedure) to challenge the reasonableness of the repair schedule or if the repairs are not completed within the time scheduled for them.
  - c) Adequately complete repairs needed to make safe any hazardous or emergency conditions related to the repair request, as provided in Section 8 hereof. In addition, Landlord will make regular inspections (no less than annually). After each such

inspection, Landlord will generate a work order identifying all necessary repairs. All work identified in such work order will be completed within a reasonable period of time after the inspection.

3. Comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
4. Maintain in good and safe working condition electrical, plumbing, sanitary, heating and ventilating systems and any appliances, elevators and other facilities that are supplied or required to be supplied by Landlord.
5. Supply working smoke detectors in the leased property.
6. To the extent necessary, provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual Tenant) for the deposit of garbage, rubbish, and other waste removed from the Premises by Tenant as directed by Landlord.
7. Furnish running water and sewer service, as required by the housing code.
8. Post in the management office copies of all rules, regulations, schedules of charges, and other documents which are part of this Lease (by attachment or by reference) and make these available to tenants.
9. Enforce the terms of this Lease agreement fairly, impartially and in good faith.
10. Notify Tenant of the specific grounds for any proposed adverse action (including but not limited to proposed Lease termination, transfer of Tenant to a different unit, imposition of charges for maintenance, repair, or excess consumption of utilities). Such notice will inform Tenant of his/her right to a hearing under the Owner's Tenant Grievance Procedure for any proposed adverse action. Adverse action will not be carried out until the time for Tenant to request a hearing has expired or, if Tenant makes a timely request for a hearing, after the hearing has been held.

**17. DEFAULT BY LANDLORD**

Landlord shall be in default under this Lease if Landlord materially failed to perform its obligations under this Lease. If Landlord is in default, Tenant may file a grievance (in accordance with Owner's Tenant Grievance Procedures), terminate this Lease by giving notice, or exercise any other rights under applicable law.

**18. DEFAULT BY TENANT**

- a. Tenant shall be in default if:

1. Tenant fails to pay Rent or any other monetary charge due to Landlord by the due date; or
2. Tenant, Household Member, or Guest neglects or fails to perform any of the promises, terms, provisions, or conditions contained in this Lease; or
3. Tenant abandons the Unit.

19. **TERMINATION OF LEASE AND SURRENDER OF UNIT**

- a. Tenant may terminate this Lease by giving thirty (30) days notice. If Tenant fails to give such required notice, Landlord may charge Tenant thirty (30) days Rent from the date Landlord discovers the Unit is vacant. Tenant shall surrender the Unit in the same condition as the Unit was in when Tenant took possession, reasonable wear and tear excepted, or Landlord may withhold a portion or all of the Security Deposit, as provided above.
- b. Landlord may terminate or refuse to renew this Lease for good cause, such as serious and/or repeated violations of any provisions or conditions of this Lease by Tenant and/or Household Members and/or guests and/or for Tenants' failure to accept Landlord's offer of a revision to the Lease, including, without limitation, the failure to provide timely, complete and accurate information to Landlord required by the low-income tax credit program and otherwise satisfy the requirements of such programs. Landlord's failure to terminate this Lease for any one serious and/or repeated violation does not waive Landlord's right to terminate this Lease upon any subsequent serious or repeated violation.

20. **LEASE TERMINATION NOTICE**

- a. Landlord shall provide written notice of Lease termination to Tenant, including specific grounds for termination, and shall inform Tenant of Tenant's right to reply, to examine Landlord's documents directly relevant to the termination, and to request a grievance in accordance with the current Tenant Grievance Procedure (Attachment No.6). Unless changed by the U.S. Department of Housing and Urban Development (HUD), proper notice shall be as follows:
  1. Minimum of fourteen (14) days for failure to pay Rent.
  2. Ten (10) business days, but not more than thirty (30) days for the creation of or maintenance of a threat to the health, safety or security of any other resident of the Development or Landlord's employee(s) or persons residing in the immediate vicinity of the Development; if any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or if any member of the household has been convicted of a felony.
  3. 30 days in any other case, except that if State or local law provides for a shorter period of time, such shorter period will apply.
- b. Proper notice shall be made by (i) personal delivery to Tenant or Household Member (18 years of age or older); or (ii) conspicuously posting the notice on the

main entry door to the Unit. Tenant is obligated to pay Rent even if Tenant has been served with a Lease termination notice.

- c. If Tenant files a grievance, eviction proceedings will not be commenced until a decision is made concerning the grievance following an administrative due process hearing.
- d. If Tenant is known to Landlord to be visually impaired, all notices will be in an accessible format.

## 21. EVICTION

- a. Landlord may evict Tenant from the Unit either by bringing a court action or by bringing an administrative action, if permitted under local law. In order to evict without bringing a court action, Landlord must afford Tenant the opportunity for a pre-eviction hearing in accordance with the Tenant Grievance Procedure.
- b. When Landlord has decided to evict for criminal activity, Landlord has the discretion to consider all the circumstances of the case. In appropriate cases, Landlord, in its sole discretion, may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will not reside in the Unit.
- c. When Landlord evicts an individual or family from the Unit for engaging in criminal activity, Landlord shall notify the Post Office that the individual or family is no longer residing in the Unit.
- d. Tenant shall be liable for all court costs and other fees actually expended in a legal action for enforcement of this Lease Agreement unless Tenant prevails.

## 22. NOTICES

- a. Any notice required by this Lease, other than the notice of lease termination described in Section 20, shall be in writing, personally delivered or mailed prepaid first class mail, property addressed to:

Landlord:

Pennrose Management Company  
1301 N. 31<sup>st</sup> Street  
Philadelphia, PA 19121

## 23. GRIEVANCE

**Tenant:**

Tenant is entitled to a grievance hearing to resolve any disputes concerning the obligations of Tenant or Landlord under the terms of this Lease or any action or inaction by Landlord. The grievance will be heard in accordance with the Owner's Tenant Grievance Procedure. The Grievance Procedure governs how tenants may protest Landlord's actions and decisions. A copy of the Grievance

Procedure is available at the on-site management office and is incorporated herein by reference. In all disputes, Tenant shall have the right to examine documents in Tenant's file and to photocopy documents.

**25. PROTECTIONS FOR VICTIMS OF ABUSE**

- a. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the tenancy or occupancy rights of the victim.
- b. Criminal activity directly relating to abuse, engaged in by a member of a tenant's household, or any guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- c. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State, or local law to the contrary, the Landlord may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove or terminate occupancy rights of any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, or termination of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases.
- d. Nothing in this section may be construed to limit the authority of the Landlord, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- e. Nothing in this section limits any otherwise available authority of the Landlord to evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the Landlord does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict.
- f. Nothing in this section may be construed to limit the authority of the Landlord to evict any tenant if the Landlord can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted.
- g. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

26. **ENTIRE AGREEMENT**

- a. This Lease and all policies, rules and schedules which have been incorporated by reference, including those listed in Section 24(c) hereof, constitute the entire agreement between Landlord and Tenant. My amendment, change or addition to this Lease shall be made only in writing and signed by both parties except for any annual or interim re-determination of Eligibility, Rent or Dwelling Size.
- b. All other policies, rules and/or schedules referred to in this Lease may be modified by Landlord, provided Landlord gives at least sixty (60) days written notice to Tenant explaining the modification and giving Tenant the opportunity to comment and accept the modifications within such sixty (60) day period.
- c. The following Documents are incorporated by reference and made part of this Lease:
  - 1. Form HUD-50058, Certification and Recertification of Tenant Eligibility
  - 2. Unit Inspection Report
  - 3. Smoke Detector Addendum
  - 4. Addendum for Drug Free Housing
  - 5. Mold Addendum
  - 6. Satellite Dish Addendum
  - 7. Smoke Free Apartment Addendum
  - 8. Schedule of Tenant Changes
  - 9. Resident Handbook (also known as Resident Rules and Standards)
  - 10. LIHTC Move-In Certification Form or LIHTC Recertification Form
  - 11. Grievance Procedure
  - 12. Pet Addendum for Pet Owners (where applicable)
  - 13. Lease Addendum for Accessible Units (where applicable)
  - 14. Pet Policy (where applicable)
  - 15. Supportive Services (where applicable)
  - 16. Service Animal Addendum (where applicable)
- d. Written comments will be considered by Landlord prior to the proposed modification becoming effective. A copy of the proposed modification shall be

delivered or mailed to each tenant or posted in at least three (3) conspicuous places within each building in which the affected dwelling units are located, A copy will also be posted in a conspicuous place at the Development office or similar central business location within the Development.

27. **INVALIDITY OF PROVISION**

If any provision of this Lease is found invalid, the remaining provisions of the Lease shall remain valid and enforceable.

28. **ADDITIONAL PROVISIONS**

The following provisions have been jointly agreed to by Owner and Tenant:

**THIS LEASE** has been executed by the duly authorized representative of the Owner and by each Tenant and co-Tenant identified above:

LANDLORD: Pennrose Management Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

Head of Household: \_\_\_\_\_

Date: \_\_\_\_\_

Co-Tenant or Co-Head: \_\_\_\_\_

Date: \_\_\_\_\_

Other Adult Member: \_\_\_\_\_

Date: \_\_\_\_\_

## **YOU ARE RENTING AN APARTMENT WHERE SMOKING IS NOT ALLOWED**

You are renting an apartment where you and your guests will not be allowed to smoke. Tobacco smoke is prohibited in your apartment as well as in the common areas of your building. This restriction is limited to tobacco smoke. You can expect other types of smoke, odors, particulates, fumes, and gasses in your apartment and building including but not limited to: smoke, odors, particulates, gasses, and fumes from cooking, operation of appliances, ambient dust, fixtures, finishes, furnishings, etc.

### **YOUR APARTMENT AND BUILDING ARE NOT DESIGNED OR INTENDED FOR INDIVIDUALS WITH ENVIRONMENTAL SENSITIVITIES.**

While Pennrose Management Company will make every effort to preserve the prohibition on smoking in your building during the term of this lease we cannot guarantee that your neighbors or their guests will not smoke or that you will not be exposed to tobacco smoke in your apartment or building.

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Pennrose Management Company reserves the right to eliminate this restriction and to allow smoking in future leases for your apartment as well as other apartments in your building.

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the increased maintenance, cleaning and redecorating costs from smoking; (ii) the increased risk of fire from smoking; and (iii) the higher costs of fire insurance for a non-smoke-free building.
2. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
3. **Smoke-Free Building.** Resident agrees and acknowledges that the Apartment to be occupied by Resident and members of Resident's household has been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the Apartment rented by Resident, or the Premises, nor shall Resident permit any guest or visitor under the control of Resident to do so.
4. **Resident to Promote No-Smoking Policy and to Alert Landlord of Violations.** Resident shall inform Resident's guests of the no-smoking policy. Further, Resident shall promptly give Owner a written statement of any incident where they have knowledge of the policy being violated.
5. **Owner to Promote No-Smoking Policy.** Owner shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places "in close proximity to" the smoke-free building.
6. **Owner Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Owner's adoption of a smoke-free living environment, and the efforts to designate the Premises as smoke-free, do not make the Owner or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's Apartment and Premises. However, Owner shall use its best efforts to enforce the smoke-free terms of its leases and to make the Premises smoke-free. Owner is not required to take steps in response to smoking unless Owner has actual knowledge of said smoking or has been given written notice of said smoking.
7. **Other Resident's are Third-Party Beneficiaries of Resident's Agreement.** Resident agrees that the other Residents of the Premises are the third-party beneficiaries of Resident's smoke-free Lease Addendum with Owner. (In layman's terms, this means that Resident's commitments in the Lease Addendum are made to the other Residents as well as to Owner). A Resident may seek an injunction against another Resident to prohibit smoking or for damages, but a Resident does not have the right to evict another Resident. Any action between residents herein shall not create any presumption that the Owner breached this Lease Addendum.
8. **Material Breach.** A material breach of the house rules shall be a material breach of the Lease and grounds for immediate termination of the Lease by the Owner. Resident shall be responsible for all damages and costs associated with termination of Lease due to material breach.
9. **Disclaimer by Owner.** Resident acknowledges that Owner's adoption of a smoke-free living environment, and the efforts to designate the Premises as smoke-free does not in any way change the standard of care that the Owner or managing agent would have to a resident's household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Owner specifically disclaims any implied or express warranties that the building, Premises, or Resident's Apartment will have any higher or improved air quality standards than any other rental property. Owner cannot and does

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Pennrose Management Company reserves the right to eliminate this restriction and to allow smoking in future leases for your apartment as well as other apartments in your building.

not warrant or promise that the Premises or Apartment will be free from secondhand smoke. Resident acknowledges that Owner's ability to police, monitor, or enforce this Lease Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this Lease Addendum than any of the other of Owner's obligations under the Lease.

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**Penrose Management Company reserves the right to eliminate this restriction and to allow smoking in future leases for your apartment as well as other apartments in your building.**

## SMOKE -FREE APARTMENT RULE

This house rule is entered into this \_\_\_\_ Day of \_\_\_\_\_ by Penrose Management Company and supplements the Lease Agreement entered into by the Resident and Owner, for Apartment # \_\_\_\_\_, located at \_\_\_\_\_.

Resident, whether one or more as party to the Lease, hereby agrees that Resident and all household members of Resident shall abide by the following:

A breach of this House Rule shall give each party all the rights contained herein, as well as the rights in the Lease.

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the increased maintenance, cleaning and redecorating costs from smoking; (ii) the increased risk of fire from smoking; and (iii) the higher costs of fire insurance for a non-smoke-free building.
2. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
3. **Smoke-Free Building.** Resident agrees and acknowledges that the Apartment to be occupied by Resident and members of Resident's household has been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the Apartment rented by Resident, or anywhere in or on the Premises, nor shall Resident permit any guest or visitor under the control of Resident to do so.
4. **Resident to Promote No-Smoking Policy and to Alert Landlord of Violations.** Resident shall inform Resident's guests and invitees of this no-smoking policy. Further, Resident shall promptly give Owner a written statement of any incident where they have knowledge of the policy being violated.
5. **Owner to Promote No-Smoking Policy.** Owner shall post no-smoking signs and in conspicuous places "in close proximity to "the smoke-free building.
6. **Owner Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Owner's adoption of a smoke-free living environment, and the efforts to designate the Premises as smoke-free, do not make the Owner or any of its agents the guarantor of Resident's health or of the smoke-free condition of the Resident's Apartment and Premises. However, Owner shall use commercially reasonable efforts to enforce the smoke-free terms of its leases and to make the Premises smoke-free. Owner is not required to take steps in response to smoking unless Owner has actual knowledge of said smoking or has been given written notice of said smoking.
7. **Other Residents are Third-Party Beneficiaries of Resident's Agreement.** Resident agrees that the other residents of the Premises are third-party beneficiaries of Resident's smoke-free House Rule with Owner. (In layman's terms, this means that resident's commitments in the House Rule are made to the other Residents as well as to Owner). A resident may seek an injunction against another resident to prohibit smoking or for damages, but resident does not.

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Pennrose Management Company reserves the right to eliminate this restriction and to allow smoking in future leases for your apartment as well as other apartments in your building.

## SMOKE-FREE APARTMENT RULE

have the right to evict another resident. Any action between residents herein shall not create any presumption that the Owner breached this House Rule.

8. **Material Breach.** A material breach of this House Rule shall be a material breach of the Lease as a House Rule and grounds for immediate termination of the Lease by the Owner. Resident shall be responsible for all damages and costs associated with termination of Lease due to breach of this House Rule.
  
9. **Disclaimer by Owner.** Resident acknowledges that Owner's adoption of a smoke-free living environment, and the efforts to designate the Premises as smoke-free does not in any way change the standard of care that the Owner or its agent would have to a resident's household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Owner specifically disclaims any implied or express warranties that the building, Premises, or Resident's Apartment will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warrant or promise that the Premises or Apartment will be free from secondhand smoke. Resident acknowledges that Owner's ability to police, monitor, or enforce this House Rule is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this House Rule than any of the other of Owner's obligations under the Lease.
  
10. **Effect on Current Residents.** Resident acknowledges that current residents residing in the Premises under a prior lease will not be immediately subject to the No-smoking Policy. As current residents move out, or enter into new leases, the smoke-free policy will become effective for their new unit or new lease.

OWNER /AGENT FOR OWNER

RESIDENT

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

This notice acknowledges receipt by Resident of this House Rule and Resident hereby agrees to abide by this House Rule. All other Lease conditions, covenants, and regulations shall remain in full force and effect.

Date \_\_\_\_\_

Resident \_\_\_\_\_

Date \_\_\_\_\_

Resident \_\_\_\_\_

Date \_\_\_\_\_

Owner \_\_\_\_\_

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Pennrose Management Company reserves the right to eliminate this restriction and to allow smoking in future leases for your apartment as well as other apartments in your building.

## DELAWARE TERRACE LP, FAMILY PHASE

### HOUSE RULES AMENDMENT TO PROHIBIT FIREARMS

Neither the resident, nor his guests, visitors or those under the control of the resident shall possess, store, use or discharge any firearm, rifle, pistol, shotgun, or any other device which is designed or may be readily converted to expel or fire any projectile by the action of an explosion, air pressure, spring mechanism, or the like in their unit or in the common areas of the complex. The only exception to this rule shall be for those connected with law enforcement, the military or such other occupations that require possession of a firearm as a bona fide qualification of their employment. In such instances, the resident shall advise the manager in writing of the weapon possessed and the bona fide occupational requirements for the possession of such weapon. It is the resident's responsibility to follow all federal, state and local laws and regulations applicable to any such weapons and to safe-keep those weapons so as to avoid risks to any other person.

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TENANT

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TENANT

Effective date of Firearms Prohibition: 8/1/05

**LEASE ADDENDUM FOR DRUG-FREE HOUSING**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any member of the resident's household, or guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in 21 U.S.C 802, 812).
2. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in the use, manufacture, sale, trade, barter, possession, purchase or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
3. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in the use, manufacture sale, trade, barter, possession, purchase or distribution of drugs and/or medications requiring a doctor's prescription, whether on or near property premises or otherwise. This does not apply to the purchase, possession and use of drugs and/or medication obtained by way of a valid, current prescription from a duly licensed physician for the sole use of the person for whom the prescription was written.
4. Resident, any member of the resident's household, or a guest or other person under the resident's control SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE CRIMINAL ACTIVITY, including drug-related criminal activity, on or near the property premises.
5. Resident or members of the household WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR OR TO FACILITATE CRIMINAL ACTIVITY, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
6. Resident, any member of the resident's household, or a guest or other person under the resident's control SHALL NOT ENGAGE IN ACTS OF VIOLENCE OR THREATS OF VIOLENCE, including, but not limited to, the unlawful discharge of firearms, on or near the premises.
7. **Violation of the above provisions shall be a material violation of the lease and good cause for termination of residency.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material non-compliance with the lease. It is understood and agreed that a single violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
8. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
9. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Resident.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

Attachment No. 8  
Addendum to Lease Agreement  
Resident Rules and Standards

Resident Rules and Standards

Your apartment is your home, and as such, you are entitled to privacy and freedom from unreasonable interference in your lifestyle. At the same time; however living in an apartment community involves special responsibilities to your neighbors, to Management, and to the owners of the property.

1. Rent is due and payable on or before the 1<sup>st</sup> day of each month. NO CASH can be accepted at the on-site management office. Rent checks or money orders should be made out to: **DELAWARE TERRACE HOUSING I, LP** and either delivered or mailed to the on-site management office. If payment is not received by due date a late fee will be charged.
2. Pets are permitted with accordance with procedures, restrictions, etc., further described in the Pet Ownership Policies and Procedures Addendum.
3. For the sake of safety and appearance, do not place any articles on exterior window sills. No clothing or articles of any kind should be hung from windows or doors or placed on the window sills. Nothing whatsoever may be thrown from windows or doors or placed on window sills.
4. Please respect the rights of your neighbors to peace and quiet. Avoid loud, disruptive or abusive behavior and language, either within or near your apartment or on the property grounds. This includes but is not limited to loud radios or music as well as yelling or the use of profanity.
5. To help control roaches, mice and other pests, residents must maintain the apartment, especially the kitchen and dining areas, in a clean and sanitary condition.
6. Upon written notice from management, residents must cooperate with all extermination efforts including emptying of all cabinets and closets, if necessary. If resident fails to cooperate, eviction action will begin.
7. Residents are responsible for keys to their units. Management will not open apartments for children or servicemen for utilities or phones.
8. No major alterations should be made to the apartment either inside or outside.
9. You are responsible for the proper operation of your washer and dryer. Improper use may present a fire or other hazard. Clean lint filters with every use and follow manufacturers recommendations for load size, detergent usage, etc.
10. Please call the Customer Service Call Center at (610)330-0371 for maintenance services when repairs are needed. Prompt calls help management respond quickly before a small problem gets worse. Residents should not make repairs or perform any painting.
11. The resident should report to Management any breakage, injury, damage or loss of any kind to plumbing, electrical fixtures or other property of the owner. Reports of this nature must be filed through the management office by calling telephone number (610)330-0371 between 9:00 am and 5:00 pm Monday through Friday.

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12. Emergency repair requests can be reported at any time by calling the Customer Service Call Center at (610)330-0371 to report the request. If the report is such that it constitutes a threat to life or permanent damage to the property, the answering service will get in touch with Management so that the problem can be resolved.
13. Guests are on the property with the permission of the resident. Residents must report temporary visitor(s) staying longer than seven days to the management office. Notification to management must include:
  - a. Name
  - b. Auto-description and registration
  - c. Length
14. Absolutely NO locks may be changed or added.
15. No objects such as diapers, sanitary napkins or clothing should be flushed down the toilets.
16. No business should be carried out, nor any signs be displayed in or about a resident's apartment.
17. No resident will keep combustible or flammable materials in his or her unit.
18. Parents are responsible for the conduct of their children at all times. Play activities which endanger children, damage grounds or buildings, or interfere with people walking or driving, are prohibited.
19. Loitering is prohibited. Help keep the grounds clean and attractive by disposing of trash properly.
20. The consuming of alcoholic beverages or loitering by either residents or their guests in public areas is strictly prohibited. In addition, no resident will use, or permit the use of, or keep upon the premises any drugs or controlled substances in contravention of the laws of the United States or State or local laws and regulations.
21. Vehicles such as campers, boats, trucks or trailers that are longer or wider than a standard parking space may not park within the development. Commercial vehicles larger than ¾ ton truck, which are necessary for a resident's job, may be parked with the management's prior written permission.
22. Driving of vehicles onto lawns or any walks or other areas not specifically designated as a driveway is strictly prohibited.
23. No major automotive repairs such as engine overhauls, body work or transmission repairs may be performed in parking lots. Oil changes or the use of lubricants like grease are also prohibited because these substances damage asphalt. Minor maintenance, such as changing a flat tire is permitted if it does not create a nuisance or damage the property. No vehicle may be left on an auto jack, jack stands, cinder blocks or other devices.
24. Vehicles without license plates or obviously disabled so as to create a nuisance or hazard (e.g., missing tires or raised off the ground by jacks) will be issued a warning notice, and if not removed immediately, will be towed at the owner's expense. This rule applies to vehicles in assigned areas or lots. When illegally parked, such vehicles may be towed immediately.
25. No vehicle may be parked, even temporarily, so as to block fire lanes.

This Lease Addendum is incorporated into the Lease agreement executed or renewed this day between Tenant and Landlord. The Tenant understands that a material default on any item(s) contained in this Lease Addendum constitutes grounds for Lease termination.

Tenant

Date

Tenant

Date

Landlord

Date