

**Boston Housing Authority
Public Housing Lease**

1. DESCRIPTION OF THE PARTIES AND PREMISES

The Boston Housing Authority (BHA) hereby leases to, _____

Tenant/Resident), Apartment # _____, _____

(Address)

_____, Boston, Massachusetts (the Apartment/Premises)

(District of City)

beginning _____ .

2. AMOUNT AND DUE DATE OF RENTAL PAYMENTS

Resident agrees to pay the monthly rent of \$ _____ in advance, on or before the fifth calendar day of each month beginning _____, 201____. Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro rata basis. This rent will remain in effect until changed in accordance with BHA policy. BHA agrees to accept rental payments without regard to any other charge owed by Resident to BHA, and to seek separate legal remedy for collection of any such charge. BHA agrees to accept monthly rental payments in two (2) installments if Resident shows, in advance and in writing, good cause for the request. Resident agrees that acceptance of payments by BHA shall not constitute a waiver of any claims made.

BHA shall pay the full cost of the following utilities:

Oil _____	Gas _____
Water _____	Electric _____

Resident shall pay the full cost of the following utilities:

Resident shall pay additional monthly charges for use of resident-supplied major appliances (for example, dryers, freezers) to the extent permitted by applicable BHA policy. The following are the monthly charges for Resident-supplied appliances; the addition of other major appliances will result in additional charges.

Appliance _____	Charges _____
_____	_____

3. TERM OF LEASE; ANNUAL AND INTERIM REDETERMINATIONS

For residents in state-subsidized housing, the term of this Lease begins on the date first written above and continues until terminated pursuant to Section 9 of this Lease.

For residents in federally-subsidized housing, the term of this Lease begins on the date first written above and continues for one year. Annually the lease will automatically be renewed for an additional one -year term, subject to Resident's compliance, and the compliance by members of Resident's household, with the provisions of BHA's Community Service Policy and 42 U.S.C. 1437j(c). In the event of failure by Resident or any non-exempt adult member of Resident's household to cure non-compliance of this requirement within the period and in the manner specified by BHA's Community Service Policy and 42 U.S.C. 1437j(c), BHA will not renew this Lease, and will proceed to evict the household pursuant to Paragraph 9.E. below. All provisions of this Lease related to BHA's Community Service Policy which are not in effect at the time this Lease is executed, will go into effect and become binding upon the Parties once said Community Service Policy is adopted, and after thirty-days notice by BHA to Resident that such Policy has been adopted and its provisions are in effect.

In accordance with BHA policy, BHA shall redetermine and adjust Resident's monthly rent, appropriateness of Resident's apartment size, and continued eligibility for public housing at least once annually, provided that any Resident paying zero (\$0) rent monthly shall be re-determined every 90 days.

For purposes of determination or adjustment of rent and/or for assignment or transfer to a proper size apartment, Resident agrees to submit, within thirty (30) days after a request from BHA, signed, complete, true and accurate statements and/or other information setting forth pertinent facts as to Resident's household income, employment, and composition. Resident further agrees to execute documents authorizing release of such information from third parties, pursuant to requirements of State and/or Federal law.

Resident agrees to pay to BHA any rent which should have been paid but for Resident's misrepresentation of any written information furnished to BHA in Resident's application for an apartment, or in substantiating documentation, or in any documentation submitted on a redetermination, or for Resident's failure to supply, in a timely manner, documentation requested by BHA on a redetermination .

Although rent is typically set only at the time of the annual determination, it may be set more often on the basis of changes in Resident's household income or composition, in accordance with BHA policy. Residents shall report to BHA any change in household composition or increase in monthly gross household income of \$200 or more per month from the amount reported to BHA as the most recent annual rent determination or interim redetermination. Any such increase or change shall be made by the seventh day of the month following the month in which the increase or change occurs. Upon receipt of such a report, Resident's rent and family circumstances shall be reviewed in accordance with BHA's policy. Rent increases will be effective the second month after BHA sends Resident a Notice of Rent Change. If Resident fails to report a change in household composition or an income increase requiring a rent change, rent shall be increased retroactively to the first day of the second month following the increase or change.

When household income decreases, rent shall be decreased if requested by Resident, and if such rent decrease is in accordance with BHA policy. Rent decreases will be effective either as of the current month in which the change in circumstances is reported (if reported by no later than the fifteenth day of the month), or as of the first day of the next month after the change in circumstances is reported (if reported after the fifteenth day of the month). BHA may delay processing the rent decrease until Resident provides adequate verification of such change in circumstances justifying the decrease, but once verifications have been provided, the rent change will be made effective retroactively.

For residents in Federal developments, if household income derives in whole or in part from benefits from welfare or public assistance from a state agency under a program for which the Federal, State or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the household in an economic self-sufficiency program or a work activities requirement, and household income decreases as a result of failure to comply with the conditions of said program or requirement, rent will not be decreased, during the period of such income reduction (to the extent that the decrease in income is a result of the benefits reduction), in accordance with BHA policy and 42 USCS §1437j(d). If such household income decreases as a result of fraud under said program or requirement, rent will not be decreased, during the period of such income reduction (to the extent that the decrease in income is a result of the benefits reduction) , in accordance with BHA policy and 42 USCS §1437j(d). BHA shall not make any determination regarding non-compliance or fraud under such a program or requirement until BHA receives written notification from the relevant public agency specifying that household benefits have been reduced because of such non-compliance or fraud. Any determination by BHA not to reduce rent pursuant to BHA policy and 42 USCS §1437j (d) shall be subject to BHA's Grievance Procedures and Policy. For residents in Federal developments, the BHA shall consider any decrease in income that results from the reduction of any welfare or public assistance benefits received by residents under any Federal, State or local law regarding a program for such assistance if resident(s) has complied with the conditions for receiving such assistance and is unable to obtain employment notwithstanding such compliance, pursuant to 42 USCS §1437j (f). A reduction in benefits resulting from the expiration of a lifetime time limit for household receiving said benefits shall not be considered as a failure to comply, for purposes of this Paragraph 3.

Before any change in Resident's rent is made, Resident will be notified by a written Notice of Rent Change containing the following information:

- A. The new rental amount and the date it will be effective;
- B. The amount of Resident's household income, household composition and other facts considered by BHA in determining Resident's new rent;
- C. Resident's right to, and the method of obtaining a timely hearing under the grievance procedure.

4. OCCUPANCY OF APARTMENT

Resident agrees not to assign this lease, not to sublet or transfer possession of the Apartment, not to take in boarders or lodgers and not to use or permit the use of the Apartment for any purpose other than as a private dwelling solely for Resident and the individuals specifically listed on this lease or listed on a subsequent written Lease Addendum. With the prior written approval of BHA, which may not be unreasonably withheld, members of Resident's household may engage in legal profit-making activities incidental to primary use of the Apartment for residence by the household, so long as suitable general liability insurance is provided, and activities comply with any applicable zoning requirements, as well as federal, state and local licensing requirements, and will not cause or be likely to cause disturbance or inconvenience to neighbors, will not significantly increase BHA's utility bills, and will not cause other additional expense to BHA.

Resident shall not permit the Apartment to be occupied by anyone else, except temporary visitors, no one of whom may occupy the apartment for more than a total of forty-five (45) nights (or forty-five (45) days if the visitor regularly sleeps during the day), within any twelve-month period, unless the BHA for good cause otherwise consents to a longer period in writing before the expiration of 45 nights or such longer period as may have been authorized, or unless visitor is first determined to be part of the household according to BHA policy, or unless Resident has submitted an application to add the visitor to Resident's household and approval of such application is pending. Pursuant to BHA policy, and with the prior written consent of BHA, which shall not be unreasonably withheld, Resident may provide care for foster children or allow occupancy by a live-in caretaker (as defined by BHA policy) of a member of Resident's family.

Each household member is required to reside in the unit for at least nine (9) months in any twelve-(12) month period unless the BHA shall have found good cause for an absence of longer than three months. "Good cause" will include, but not be limited to, hospitalization, employment in another location, or temporary placement in foster care. Household members who are absent from the household due to attendance at an educational institution or due to military service are exempt from this provision upon verification of attendance at such institution or of military service.

In the event that Resident vacates the Apartment, a remaining family member who is on the lease as a household member may apply to become a Resident pursuant to BHA's Residual Tenancy Policy, state regulations, and /or any successor plan, policy or regulation then in effect.

5. TRANSFERS

Resident may transfer from the Apartment subject to the requirements and procedures of BHA policy.

When required by, and in accordance with, BHA policy, BHA is authorized to transfer Resident, subject to the provisions of Section 7.H of this Lease. Transfer will be to an appropriate size apartment based on household composition, upon appropriate notice by BHA that such an apartment is available; or, if Resident, or any member of Resident's household, is not a qualified individual with a handicap, BHA is authorized to transfer Resident to an appropriate size apartment if Resident's current apartment is needed by the BHA as a reasonable accommodation for another BHA resident who is a qualified individual with a handicap.

In accordance with BHA policy, BHA is authorized to transfer Resident to another apartment if BHA determines that a transfer is necessary to protect Resident's health or safety, or if BHA determines to close Resident's building or Apartment.

6. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY; RENT ABATEMENT

If the Apartment is damaged, to the extent that conditions are created which are hazardous to life, health, or safety of the occupants then:

- A. Resident shall immediately notify BHA of the damage;
- B. BHA shall be responsible for repair of the Apartment within a reasonable time; provided that, if the damage was caused by Resident, a member of Resident's household or a guest, the reasonable cost of the repairs shall be charged to and paid by Resident;
- C. BHA shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time; and
- D. BHA shall abate Resident's rent for the Apartment in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made within a reasonable time, except that no abatement of rent shall occur if Resident rejects an alternative accommodation or if the damage was caused by Resident, a member of Resident's household or a guest.

7. BHA OBLIGATIONS

BHA will at all times and at BHA's expense:

- A. Permit Resident quietly and peaceably to enjoy the leased premises, respecting Resident's right to privacy;
- B. Not interfere with Resident's constitutional rights to organize/join a tenant organization;
- C. Not unreasonably deny Resident's request either for a rent extension for a reasonable period of time, or to establish a reasonable written payment plan for overdue rent, provided that Resident shows good cause for failing to make timely rent payments, is otherwise a tenant in good standing, and has not previously requested a rent extension or payment plan. If Resident fails to adhere to the terms of said rent extension or written payment plan, the BHA will proceed with summary process action against the Resident;
- D. Deliver the apartment at initial occupancy in decent, safe and sanitary condition in conformity with the requirements of Chapter II of the State Sanitary Code and other local, state and/or federal laws and regulations:
 - (1) To provide and maintain in good condition the facilities capable of supplying heat in compliance with the State Sanitary Code, and to supply such heat unless and to the extent the Resident is required to supply the fuel;
 - (2) To provide and maintain in good condition the facilities capable of heating water to a temperature compliant with the State Sanitary Code, and to supply a sufficient quantity and pressure of water for ordinary use unless and to the extent the Resident is required to supply the fuel; (3) To provide extermination of the entire development at regular intervals and more often as needed;
- E. Provide snow-plowing for driveways and provide reasonable snow removal measures for common pedestrian, driving, and parking areas; provide reasonable maintenance of common areas and common grounds, not including any yard for which a Resident has maintenance responsibility;
- F. Provide a refrigerator and stove in safe condition and working order and appropriate to the size of the Apartment;
- G. Install a new lock or cylinder when a new Resident moves in;
- H. Notify Resident, in writing, of the specific grounds for any proposed adverse action against Resident by BHA, and notify Resident of Resident's right to request a hearing and the time period in which to make such a hearing request if BHA's grievance procedure requires the BHA to afford Resident the opportunity for a hearing;
- I. Use best efforts to complete all routine, non-emergency repairs of the Apartment, common areas and grounds within thirty (30) days after receiving notice;
- J. Use best efforts to complete emergency repairs of defects which BHA determines pose an immediate and serious threat to health or safety of Resident's household within 24 hours after receiving notice;
- K. Respect the confidentiality of records of residents in accordance with Statutes, Executive Orders, and Rules and Regulations relating thereto;
- L. Process applications and rent determinations promptly;
- M. Commence eviction proceedings against other residents or their household members, whose own conduct or the conduct of their guests has jeopardized the health or safety of Resident, household members, other BHA residents, or of BHA employees; and
- N. Re-key locks promptly upon request of household members who have domestic violence restraining orders against another household member, and waive charges where applicable.

8. RESIDENT OBLIGATIONS

During the term of this lease, Resident agrees to:

- A. Conduct himself/herself, and cause other household members and any persons who are on or about the premises with his or her consent to conduct themselves in a manner which will not disturb any other resident's or neighbor's peaceful enjoyment of their accommodations, will not harass, injure, endanger, threaten or unreasonably disturb any other resident, any BHA employee, or any other person lawfully in the unit or on the BHA's property or residing in the immediate vicinity of the BHA's property, will not cause damage, and which will be conducive to maintaining the development in a decent, safe and sanitary condition;
- B. Conduct himself/herself and cause other household members and any persons who are on or about the Premises with Resident's consent, to conduct themselves in a manner which will not violate the civil rights of any other resident, guest, BHA employee, or other person lawfully on BHA property;
- C. Keep the Apartment and such other areas as may be assigned for Resident's use in a clean and safe condition;
- D. Remove promptly snow, ice, trash and other obstructions from entrance walks and other areas for Resident's exclusive use, keep private yards free of all hazards and keep the grass and plants therein watered, weeded and trimmed in all row houses, condominiums, townhouses and wherever there are individual entrances;
- E. Notify BHA promptly of known needs for repairs or maintenance to the Apartment and to the common areas or grounds;
- F. Place all garbage and refuse from the Apartment in secured bags; and place all bags in dumpsters or receptacles provided by BHA at locations designated by the local management office; and otherwise comply with any and all garbage disposal rules set forth by BHA management at development where Resident's Apartment is located;

- G. Pay promptly, upon receipt of a bill, for lock replacements and for the cost of all materials and /or labor for repair of any damage to BHA property caused by the negligence or intentional act of Resident, a member of Resident's household or a guest; the bill shall clearly state the items of damage, the repairs made, and the cost of labor and materials; the bill shall not become due and payable before the first day of the second month following the month in which the charge is incurred; BHA will post in each management office a list of the hourly rate charged for labor;
- H. Keep any pet, either within the Apartment or within the development, only as provided for in the then currently applicable BHA Pet Policy and pursuant to applicable law;
- I. Leave the Apartment, appliances and exclusive use areas furnished by BHA, upon termination of the lease, in as good condition as they were upon the commencement date of the lease, or as of the date of installation by BHA, normal wear and tear and loss by fire or other casualty not caused by Resident excepted;
- J. Refrain from engaging in, and cause members of Resident's household, any guest, or any other person under Resident's control, to refrain from engaging in, any criminal or illegal activity including:
 - (1) Any criminal, illegal or other activity which threatens the health, safety, or right to peaceful enjoyment of public housing premises, by another resident or a BHA employee, or which threatens the health or safety of any person residing in the immediate vicinity of the public housing premises;
 - (2) Any violent or drug related criminal activity on or off BHA property, or any activity resulting in a felony conviction;
- K. Install no lock and make no alteration or addition to the interior or exterior of the Apartment or any building without the prior written approval of BHA, which approval may not be unreasonably withheld.
Any alteration or addition which is affixed to the Apartment and which cannot be removed without permanent damage to the Apartment will become the property of BHA without compensation to the Resident. However, with the written approval of BHA, which approval may not be unreasonably withheld, Resident shall have the right to remove alterations or additions to the extent that no permanent damage results and provided that Resident fully restores the Apartment to its original condition;
- L. Refrain from installing any major appliance such as air conditioners, washers, dryers, freezers or any heavy item, such as a waterbed, without the prior written approval of BHA, which may not be unreasonably withheld;
- M. Refrain from installing, placing, storing, constructing, erecting, maintaining or using any swimming pool, wading pool, children's pool or any other type of pool anywhere on BHA property which is larger than eighteen (18) inches high and seventy (70) inches in diameter. Resident shall empty all such pools whenever not in use;
- N. Abide by all reasonable policies promulgated by BHA for the benefit and well-being of the housing development and all the residents;
- O. Assume and pay the rent and other charges due, if any, under previous BHA tenancy;
- P. Properly use and care for the plumbing and other utility services, and keep all smoke detectors and other fire safety equipment in the unit unobstructed, and do nothing to render any such detector or other fire safety equipment inoperable, and give prompt notice if any equipment is inoperable;
- Q. Sign a new lease, addendum or other documentation whenever necessary to reflect a redetermined rent, change in household size or composition, or change in terms and conditions of tenancy;
- R. Participate in wage, tax, and/or bank match system required by State or Federal requirements and permissible under law, and provide upon request the information and authorizations necessary for such a wage, tax, and/or bank match;
- S. Disclose to BHA upon receipt, any information received from the U.S. Department of Housing and Urban Development ("HUD") regarding income pursuant to income verification procedures of HUD;
- T. Provide Social Security number, or other identifying number, and cause each household member to disclose Social Security number or other identifying number, to BHA upon request, as permitted by State and Federal law;
- U. For non-exempt adult Residents of federal developments, comply with, and cause all non-exempt adult household members to contribute eight hours per month of community service (not including political activity) and to otherwise comply with all applicable provisions of BHA's Community Service Policy;
- V. Certify annually that he/she has received a copy of the BHA's "Zero Tolerance Policy" (the "Policy"), understands it, agrees with the terms of the Policy, and will cause other household members and any persons who are on or about the Premises with Resident's permission, to comply with the Policy.

9. TERMINATION / NON-RENEWAL OF LEASE

- A. This lease may be terminated by Resident at any time by giving thirty (30) days written notice.
- B. This lease may not be terminated by BHA except for one of the following reasons:
 - (1) Nonpayment of rent;
 - (2) Serious damage and likelihood of repeated damage to the Apartment or common areas;
 - (3) Failure to maintain the Apartment in accordance with customary standards of cleanliness, health and safety;
 - (4) Income and/or assets that exceed the maximum allowable under BHA policy;
 - (5) Serious misrepresentation of any fact required to be submitted as part of an application for admission or continued occupancy;
 - (6) Failure to provide timely and complete documentation regarding income, deductions and/or family composition, or failure to sign a release allowing BHA to obtain third -party verification of information supplied by Resident;
 - (7) Failure to transfer to another apartment when required to do so by BHA policy;

- (8) Commission by the Resident, a member of Resident's household, a guest, or other person under Resident's control, of:
- (a) Any criminal or other activity which threatens the health or safety of another resident or a BHA employee, or which threatens their rights to peaceful enjoyment of public housing premises, or which threatens the health or safety of any person residing in the immediate vicinity of the public housing premises;
 - (b) Any violent or drug-related criminal activity on or off BHA property;
- (9) Resident, or any other household member or person who is on or about the Premises with Resident's consent, violates or interferes with the civil rights of another resident, a guest of another resident, a BHA employee, or any other person lawfully on BHA property; (10) Interference with the health, safety or right to peaceful enjoyment of BHA property by another resident, due to illegal use or pattern of illegal use of a controlled substance or abuse or pattern of abuse of alcohol by Resident or member of Resident's household;
- (11) Refusal to sign a new lease, addendum or other documentation as necessary to reflect a predetermined rent, change in household size, or change in terms and conditions of tenancy, or any other changes required by law or authorized by paragraph 17;
- (12) Violation of any of the material terms of this lease;
- (13) Material failure to comply with any decision of the BHA's Grievance Panel;
- (14) Fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the Resident flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which Resident flees, or which, in the case of the State of New Jersey, is a high misdemeanor under the laws of such State, or is violating a condition of probation or parole imposed under Federal or State law;
- (15) Resident who is currently residing in Federal housing, or any member of such Resident's household, is determined to have ever been convicted of drug-related criminal activity for manufacture, production or sale of methamphetamine on the premises of any federally assisted housing;
- (16) Abandonment of the Apartment;
- (17) Failure to comply with the terms of BHA's then currently effective Pet Policy.
- C. The BHA shall give written notice of lease termination in all cases. The notice shall be given the following periods in advance of termination:
- (1) Fourteen (14) days in the case of failure to pay rent;
 - (2) A reasonable time considering the seriousness of the grounds for termination (but not to exceed thirty (30) days when the health or safety of other tenant(s), BHA employee(s), or person(s) residing in the immediate vicinity of the premises is threatened; or in the event of any drug-related or violent criminal activity or any felony conviction; and
 - (3) Thirty (30) days in any other case.
- D. The written notice of lease termination shall state specific grounds for termination, shall inform Resident of Resident's rights to make such reply as Resident shall wish, to examine relevant BHA documents in Resident's file concerning the termination, and to request a hearing in accordance with BHA's grievance procedure if BHA's grievance procedure requires the BHA to afford Resident the opportunity. In cases where the BHA annuls and makes void this lease as authorized by M.G.L. c. 139, §19, the notice shall state the specific grounds for the termination, shall specify that eviction shall proceed in court under M.G.L. c. 239, or by commencing action for declaratory judgment as provided in M.G.L. c. 139, §19, and that HUD has determined that these eviction procedures contain the elements of basic due process.
- E. If lease of Resident in Federally subsidized housing expires and is not renewed due to Resident's failure to comply with, or the failure of any member of Resident's household to comply with, BHA's Community Service Policy and 42 U.S.C. 1437(c), BHA shall give Resident thirty (30) days notice to vacate, as well as notice terminating Resident's participation in Federal housing program. Such action shall be subject to BHA's Grievance Procedures and Policy. If BHA's action is upheld by the Grievance Panel, BHA shall proceed to recover possession of Premises in accordance with M.G.L. c. 239.
- F. Treatment of Victims of Domestic Violence – for definitions of terms see BHA Violence Against Women Act Policy – (VAWA Policy)
- (1) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of this lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence; provided such victim is a signatory to this lease or an affiliated individual;
 - (2) Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a Resident, Co-Resident, Authorized Household member or any guest, or other person under Resident's control, shall not be cause for termination of the tenancy or occupancy rights, if the Resident or an affiliated individual is the victim of that domestic violence, dating violence, sexual assault or stalking;
 - (3) BHA may, in its discretion, seek to bifurcate this lease, or remove a Resident or household member from this lease without regard to whether the Resident or household member is a signatory to this lease in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Resident or household member and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a

Resident or an affiliated individual; provided that if such bifurcation occurs, and the removed tenant or lawful occupant was the sole household member eligible to receive assistance, the BHA will provide any remaining household member the opportunity to establish eligibility for housing.

- (4) Nothing in this section may be construed to limit BHA's authority, when notified, to honor court orders addressing rights of access to 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 Resident, Co-Resident or Authorized Household members in cases of family break-up;
- (5) Nothing in this section limits BHA's authority to terminate this lease for violation of this lease not based on criminal activity directly related to domestic violence, dating violence, sexual assault or stalking provided that BHA does not subject any Resident or affiliated individual who has been a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard than other Residents or affiliated individuals in determining whether to terminate and evict ;
- (6) Nothing in this section may be construed to limit BHA's authority to terminate the tenancy of any Resident if BHA can demonstrate an actual and imminent threat to other Residents, BHA employees, or those providing service to the property if that Resident's tenancy is not terminated.

10. LEGAL NOTICES

- A. Any notice to Resident required by law or provided for in this lease, except such notices as provided in paragraph 13, shall be sufficient, and Resident agrees it shall constitute proper notice, if :
 - (1) In writing; and
 - (2) (a) sent by first class mail, properly stamped and addressed, to the Resident at his or her address with a proper return address;
 - (b) given to any adult person answering the door at the Apartment and mailing a copy;
 - (c) if no adult responds, by placing the notice under or through the door, if possible, and mailing a copy;or
 - (d) by such other means of service permitted by applicable law.
- B. Notice to BHA shall be sufficient if:
 - (1) in writing; and
 - (2) delivered to the local management office or sent by first -class mail to the development manager at the local management office.

11. PROPERTY LEFT UPON VACATING; ABANDONMENT

- A. If Resident has been evicted by court order, any personal property of Resident and members of Resident's household which has been left in the Apartment shall be removed from the Apartment, stored, and thereafter disposed of in accordance with State law. Resident will be liable for the actual costs of storage, packing, moving, and constable costs in accordance with State law;
- B. If Resident and all members of his/her household have vacated the Apartment after giving a termination notice or after BHA has given a termination notice and personal property of Resident and members of Resident's household has been left in the Apartment, BHA may treat this property as abandoned and dispose of it;
- C. If it appears to BHA that Resident and all members of his/her household have abandoned the Apartment without notice, BHA shall send notice to Resident in accordance with this lease and the grievance procedure, terminating the lease based on apparent abandonment of the Apartment. Should Resident not respond to such notice prior to the termination date, BHA may treat personal property left in the apartment as abandoned and dispose of it;
- D. Before BHA disposes of Resident's personal property, BHA shall notify Resident and the emergency contact person designated by Resident, if any, to receive such notice, by first class mail, properly addressed and stamped, to the last known address for such person(s), that:
 - (1) The tenancy has been terminated and Resident has left personal property in the Apartment;
 - (2) Resident or Resident's designee has fifteen (15) days from the date the notice is sent in which to remove the personal property before it is disposed of as abandoned property; and
 - (3) Resident is liable for use and occupancy of the Apartment for the period of time that the property remains in the premises.BHA may make reasonable arrangements with Resident or Resident's designee to extend the period to remove the property for good cause shown.

12. LEGAL COSTS

All legal costs, fees and charges authorized by law and actually incurred by BHA in connection with any court action brought against Resident will be charged to Resident, and Resident hereby agrees to pay the same if the BHA prevails in court. Legal costs, fees, and charges shall include all court costs, and other expenses incident to the court action.

13. INSPECTIONS

BHA and Resident shall inspect the Apartment in the following circumstances:

- A. Pre-occupancy inspection:
After the signing of this lease and before the Resident moves in, BHA and Resident or Resident's designated representative shall inspect the Apartment, and BHA shall provide Resident with a written Statement of Conditions concerning the Apartment and the equipment in it. The Statement of Conditions shall be signed by both BHA and Resident or Resident's designated representative and a copy of the Statement shall be retained by BHA in Resident's folder;
- B. Annual Inspections:
BHA shall conduct an annual living unit inspection in accordance with BHA policy; Resident will receive a copy of the living unit inspection and one copy will be placed in Resident's file;
- C. Termination inspection:
In cases where Resident vacates voluntarily, BHA and Resident or Resident's designated representative shall inspect the dwelling and BHA shall provide Resident with a written Statement of Conditions which shall list:
 - (1) all unpaid charges for previous repairs and/or unpaid rent; and
 - (2) all charges for repairs required to put the Apartment in as good condition as it was on the date the pre-occupancy inspection Statement of Conditions was signed or as it was subsequently put in by BHA, reasonable wear and tear excepted.
- D. Other inspections deemed necessary by the BHA to ensure that the Apartment is safe, sanitary and in good repair.

14. BHA ENTRY OF PREMISES DURING TENANCY

- A. BHA may enter the Premises during reasonable hours, with the permission of the Resident, or forty -eight (48) hours after providing written notice to Resident, to perform routine inspections, scheduled maintenance or modernization work, extermination of pests or insects, routine maintenance in response to non-emergency work-orders, or for the purpose of showing the Premises. BHA must leave at the Apartment a written statement of the date, time, and purpose of entry, including repairs made, prior to leaving the premises. Such statement must be signed by the person making entry.
- B. BHA may enter the Apartment at any time without advance notice when there is reasonable cause to believe that an emergency exists. An emergency is a condition which poses an immediate danger to the life, health or safety of a person, or which presents a risk of significant damage to property, such as leaking gas, leaking water (particularly into areas adjacent to an apartment), open flame, smoke, odor emanating from Apartment, medical illness of a resident who may not be able to call for help, evidence that a child or children under the age of ten (10) have been left alone, or cases of emergency work orders. Whenever possible, BHA will make a reasonable effort to contact Resident prior to an emergency entry. In all such emergency cases, BHA must leave at the Apartment a written statement of the date, time, and purpose of entry, including repairs made, prior to leaving the premises. Such statement must be signed by the person making entry.
- C. BHA may enter the Apartment in accordance with a court order or if the Apartment appears to have been abandoned by Resident.

15. GRIEVANCE PROCEDURE

All grievances arising under this lease may be resolved in accordance with BHA's then applicable Grievance Procedures and Policy.

16. BHA POLICY

All BHA written policies duly promulgated for the benefit and well-being of the housing development and the residents, which are not inconsistent with the provisions of this lease, are specifically incorporated into this lease by reference as if fully set forth. Such policies shall be available for review promptly upon request, at a central location and at local development offices.

17. CHANGES

No changes or additions to this lease shall be made except by written agreement of Management and Resident, or where Resident is given written notice, thirty (30) days in advance of the effective date, that such changes or additions are required to comply with Federal or State statutes, regulations or waivers granted by Federal or State authorities pursuant to such regulations.

18. NON-SMOKING POLICY

- A. **Purpose of Non-Smoking Policy.** The parties (BHA and the Tenant/Resident) desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
- B. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product or similar lighted product in any manner or in any form.
- C. **Non-Smoking Area.** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, and **within a specified distance from building(s), as determined by the property manager in consultation with the residents**, including entry ways, porches, balconies and patios have been designated as a Non-smoking living environment. Resident and members of Resident's household shall not smoke anywhere in said Non-Smoking Area, including in the unit rented by Resident, the building where Resident's dwelling is located, or in any of the common areas or adjoining grounds of such building including the steps, patios or yards, nor shall Resident permit any guests or visitors under the control of Resident to smoke in said Non-Smoking Area.
- D. **Resident to Promote Non-Smoking Policy and to Alert Landlord of Violations.** Resident shall inform Resident's guests of the non-smoking policy. Further, Resident shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.
- E. **Landlord to Promote Non-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Non-Smoking Area.
- F. **Landlord Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Landlord's adoption of a non-smoking living environment does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas. However, Landlord shall take reasonable steps to enforce the non-smoking terms of this leases and to make the Non-Smoking Area as smoke-free as is reasonably possible. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.
- G. **Effect of Breach and Right To Terminate Lease.** A breach of this Section of the Lease shall give each party all the rights contained herein, as well as the rights otherwise contained in the Lease. A material or continuing breach of this Section shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord. **Tenant acknowledges that the remedy for smoking within the apartment may be the assessment of a charge of up to two hundred-fifty dollars (\$250.00) for each smoking incident. Charges will be used by the BHA towards the costs of refurbishing the apartment.**
- H. **Disclaimer by Landlord.** Resident acknowledges that Landlord's adoption of a non-smoking living environment, does not in any way change the standard of care that the Landlord or managing agent would have to a resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor, or enforce the provisions of this Section is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by other residents and guests in other parts of the Non-Smoking Area. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Section than any other landlord obligation under the Lease.

19. **REASONABLE ACCOMMODATION AND HANDICAP/DISABILITY ACCESSIBILITY**

In addition to the other obligations of Resident and BHA set forth in this Lease, Resident and BHA hereby agree to abide by the terms of BHA's Reasonable Accommodation in Housing Procedures ("RAHP"), as it may then exist (and which is incorporated herein by reference), and further agree, more particularly, as follows:

- A. In the event that, during any period of Resident's tenancy hereunder, Resident is a "qualified individual with handicaps" then, with respect to such period, and upon Resident's request:
 - (1) BHA shall, in accordance with the RAHP, make such reasonable physical modifications to the Apartment as are necessary in view of the particular disability or impairment as a result of which Resident is a "qualified individual with handicaps"; provided, however, that BHA shall not be required to make any modification which would result in an undue financial and administrative burden to BHA or result in a fundamental alteration in the nature of the BHA's program; in the alternative, the BHA will transfer Resident to an apartment which is already appropriately modified to accommodate Resident, if such apartment is available at the time, pursuant to the BHA's RAHP;
 - (2) BHA shall, in accordance with the RAHP, modify its housing policies and practices to the extent that a modification is necessary to provide an equal opportunity to use and enjoy the housing because of the handicap or disability; provided, however, that BHA shall not be required to make any such modification which would result in an undue

financial and administrative burden to BHA, or would result in a fundamental alteration in the nature of the BHA's overall program.

- B. In the event that (i) Resident is not a "qualified individual with handicaps," and (ii) upon, or at any time subsequent to, execution of this Lease, the Apartment contains features which make it "accessible" to a "qualified individual with handicaps," then BHA may, in its discretion transfer Resident from the Apartment to another public housing unit in accordance with the terms of BHA's Tenant Selection Plan. Any terms set forth in quotation marks in this Section 19 shall, unless otherwise defined in said Section, be defined in accordance with the provisions of Title 24, Part 8 of the Code of Federal Regulations.

20. AUTHORIZED FAMILY MEMBERS

Except as otherwise provided by a written Lease Addendum, the individuals listed below shall be the only persons authorized to occupy the Apartment with Resident and shall comprise the Resident's household. If more than one party signs this lease as Resident, the agreements of Resident shall be the joint and several obligations of all such parties, and references to Resident shall include all such parties.

Four horizontal lines on the left and four horizontal lines on the right, intended for listing authorized family members.

IN WITNESS WHEREOF, the parties have executed this lease agreement this _____ day of _____, 201__, at Boston, Massachusetts.

(Resident)

(Housing Authority)

Title: _____

(Resident)

(Resident)