

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

COMMUNITY: _____ UNIT #: _____

STREET ADDRESS: _____

HEAD OF HOUSEHOLD NAME: _____

TENANT'S VEHICLE MAKE, MODEL AND LICENSE: _____

Section 1: Parties, dwelling unit, and term.

1. Name of HACP and tenants: THIS AGREEMENT is executed between the Housing Authority City of Pittsburgh (herein called "HACP"), and _____ (herein called the "Tenant") and becomes effective as of this date: _____ (herein called the "effective date").
2. The HACP leases to the tenant, upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at _____ (called "Dwelling Unit") to be occupied exclusively as a private residence by Tenant and household.
3. The HACP leases to Tenant a () Bedroom or () Efficiency Unit located at the above address, for use only as a private residence.
4. The Dwelling Unit () does () does not contain features which make the Dwelling Unit accessible to persons with disabilities.

Accessible Features: Tenant has represented to the HACP that one or more family members with a disability need the following accessible features and the HACP has verified the needs:

- | | |
|---------------------------------------|--|
| () Separate bedroom | () Wheelchair accessibility |
| () Barrier-free apartment | () Dwelling Unit for Hearing-impaired |
| () One-level Dwelling Unit | () Bedroom/bath on first floor |
| () Dwelling Unit for vision-impaired | () Other: _____ |

5. The term of the lease shall be for one (1) year and it shall begin on the ____ day of _____, 20____ (the "Effective Date"), and shall terminate at midnight on the ____ day of _____, 20____ (the "Termination Date").
6. (A) If indicated by an (X) below, HACP provides the indicated utility as part of the rent for the premises:
() Electricity () Natural Gas () Water () Heating Fuel () Sewage () Other

If indicated by an (X) below, HACP shall provide the following appliances for the premises:

(X) Cooking Range (X) Refrigerator

(B) Tenant-supplied utilities and appliances. If indicated by an (X) below, Tenant must pay for the indicated utility:

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

Electricity Natural Gas Heating Fuel Water Sewerage Other

It shall be a material breach of this Lease for Tenant to fail to pay any utility bills for which Tenant is responsible under this Lease. Terminated utility service due to non-payment will be considered a material breach of the lease.

(C) Utilities shall be used only for normal household purposes. If the HACP deems Tenant's utility usage is excessive, the Tenant will be responsible for any reimbursements to the HACP as described in Section 4.

7. *Household Composition:* The Tenant's household is composed of the individuals listed below. These individuals have been approved by the HACP and may include (family members, foster children and adults, and any HACP-approved live-in aides).

The family must promptly inform the HACP of the birth, adoption, or court-awarded custody of a child. The family must request HACP's written approval to add any other family member as an occupant of the Dwelling Unit. For new additions to the Household, age 18 and older, except for live-in aides, such approval will be granted only if the new additions meet HACP's applicant screening criteria as set forth in HACP's Admissions and Continued Occupancy Policy, and the Dwelling Unit is of the appropriate size. Regarding live-in aides, such persons are subject to a criminal background check prior to approval. The Tenant is obligated to report any change in family composition including, but not limited to, death of a household member, natural birth, adoption, or court award of custody to the Site Manager's Office within five (5) business days of such change. **Failure to provide such notice to HACP shall be a serious and material breach of this Lease and may subject the Tenant to legal action up to and including eviction.**

Other than the Head or Spouse each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.

Name	Relationship	Birthdate	Social Security Number	Gender (M or F)
1.	Head	__/__/____		
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Section 2: Definitions.

- A. **Common Areas.** Those areas in a housing community which may be used by all Covered Persons, as defined below, except for restrictions imposed by HACP and which remain under the control and responsibility of HACP.
- B. **Covered Person.** Tenant, any member of Tenant's **Household**, a **Guest**, or **Other Person under the Tenant's Control**, as these terms are respectively defined below.
- C. **HACP Community.** Any public housing complex operated or funded by the Housing Authority City of Pittsburgh, including, but not limited to the administrative offices, maintenance facilities and housing complexes both operated and managed directly by HACP and the complexes which receive funding from HACP.
- D. **Drug.** A controlled substance as defined in 21 U.S.C. §802 and listed in 21 U.S.C §812 and includes, **but is not limited to**, for example, marijuana, heroin, cocaine (in powder or rock form), and methamphetamine.
- E. **Drug-related Criminal Activity:** means the illegal manufacture, sale, distribution, or use of a **Drug**, or the possession of a **Drug** with the intent to manufacture, sell, distribute, or use the **Drug**.
- F. **Effective Date.** Date Lease is executed.
- G. **Family.** A parent or parents with children; or a group of persons related by blood, affinity, or law; or a group of persons living together; or an individual.
- H. **Guest.** A person temporarily living in the Dwelling Unit with the consent of the Tenant or other **member of the Household** who has express or implied authority to consent on behalf of Tenant.
- I. **Household.** The Family and an HACP-approved live-in aide, if applicable.
- J. **Immediate Vicinity.** Anywhere in the City of Pittsburgh or within 2 miles of the occupied Dwelling Unit.
- K. **Other Person under the Tenant's Control.** A person, although not living as a Guest in the Dwelling Unit, who is, or was at the time of the activity in question, on the **Premises**, as defined below, because of an invitation from Tenant or another **member of the Household** who has express or implied authority to consent on behalf of Tenant. Absent evidence to the contrary, a person temporarily and infrequently in the Dwelling Unit or on the **Premises** solely for legitimate commercial purposes is not under **the Tenant's control**.
- L. **Premises.** The building, or complex, or development in which the Dwelling Unit, as defined below, is located, including **Common Areas** and grounds.
- M. **Person with a Disability.** Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.
- N. **Reasonable Accommodation.** Any reasonable modification to HACP practices, procedures, and/or facilities intended to ensure that persons with disabilities are provided access to suitable and appropriate public housing and public housing programs.

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

- O. **Violent Criminal Activity.** Any criminal activity that involves the use, attempted use, or threatened use of physical force causing, or reasonably likely to cause any offensive bodily contact or property damage.
- P. **Dwelling Unit.** The dwelling space intended for the exclusive use of and occupation by the Household. The Dwelling Unit shall include any steps, porch, hallway, lawn, or yard adjacent to and reasonably considered to be part of the dwelling space.

Section 3: Lease term and renewal.

- 1. Lease term and renewal: The Effective Date shall be the date on which this Lease is first signed. **The first month's rent is due at the signing of this Lease.** If the Effective Date occurs after the first day of the month, the first month's rent will be pro-rated. In the event HACP determines that this lease has been breached, HACP may choose to decline to renew the Lease upon expiration in addition to or exclusive of any remedy HACP may seek or has previously sought.
- 2. At any time, the HACP may terminate the tenancy in accordance with Section 13.

Section 4: Payments due under the lease.

- 1. **Tenant rent.** Rent in the amount of \$ _____ per month shall be payable in advance **on the first (1st) day of each month** and shall be delinquent after the fifth (5th) day of said month. *This rent is based on an amount determined by the HACP in accordance with § 960.507(e)(1). The HACP must comply with State or local law in giving the Tenant written notice stating any change in the amount of Tenant rent. HUD will publish the Per Dwelling Unit Subsidy Report annually for all public housing developments by December 31st to help establish the alternative rents for the following calendar year.*
- 2. **Method of Tenant rent paying.** **Rent and other charges must be paid either by money order, personal check or electronically. Under no circumstances should cash be mailed to the lockbox.** Rent shall be paid directly to the PNC lockbox or other agent for receiving rent (such as electronic payment) as HACP shall designate from time to time, without demand, on the **first (1st) day of each month. HACP will not accept rent payments or payments for other charges at its site management offices. The Tenant is obligated to pay rent and any additional charges assessed by the HACP in full to the lockbox, even if the Tenant has been served with a lease termination/vacate notice as provided below.**
- 3. **HACP charges.** Tenant is responsible for repair charges beyond normal wear and tear and for consumption of excess utilities. If the HACP deems the Tenant's utility usage is excessive, the Tenant will be required to reimburse the HACP any monies paid by the HACP for Tenant's usage above that which is deemed unreasonable unless the Tenant has an approved reasonable accommodation for utility consumption. The reimbursement shall be paid with the monthly rent.

Charges for Excess Appliances (Not applicable to Tenants who pay utilities directly to the utility supplier.) Charges for excess appliances are due per the following:

- a. **Air Conditioners** (Window mounted air conditioning units are not permitted in any community with central air conditioning provided.) An additional charge of
\$ _____ per month will be payable for air conditioners in the premises **for each month of occupancy.**

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

b. **Other Appliances.** If checked below an additional charge of \$ _____ per month for each month of occupancy for each excess appliance on the premises.

Freezer, type

Extra Refrigerator

Automatic dishwasher

Clothes Washer

Other: _____

Clothes Dryer (gas or electric)

4. **Late payment penalties.** An administrative fee will be assessed if the full balance is not posted on the Tenant's account by 5:00 PM on the fifth (5th) of the month.

5. **When charges are due.** Charges assessed under paragraphs (4) and (5) of this section are due in accordance with HACP policy:

A. **Late Payment.** If HACP, by its Agent, does not receive the rent by 5:00 PM on the fifth (5th) day of the month, a \$15.00 administrative fee ("Administrative Fee") shall be charged for each month that the rent and other fees and charges are due and not paid in full by the fifth (5th) day of that month. HACP is not responsible for delays in delivery or processing of payments.

INITIAL _____

B. **Returned Check.** A fee of \$25.00 shall be charged for all rent checks dishonored by Tenant's bank. In addition, in the event a rent check is dishonored, and full payment is received after 5:00 PM on the fifth (5th) of the month, HACP will also charge a \$15.00 Administrative Fee to the Tenant's account. **INITIAL** _____

C. **Enforcement Costs.** To enforce this Lease, HACP may recover reasonable court costs, attorney costs, fees and other normal and customary costs of collection including, but not limited to, collection agency fees in the amount of 14.9% of the outstanding balance. **INITIAL** _____

6. **Security deposits.** The Tenant previously paid a security deposit of \$ _____. This amount will be applied to the tenancy upon signing this lease. Return of the security deposit, less any portions used to repair damage to the Dwelling Unit and/or Premises caused by Tenant and/or other Covered Persons beyond normal wear and tear and/or other such charges, will be made to the Tenant or representative of the Tenant's estate within thirty (30) days of HACP having written notice or notice in an alternative format of the vacancy. HACP will also provide a written statement or information in an alternative format of any damages and/or other such charges for which any portion or all of the Security Deposit was utilized in accordance with Pennsylvania law as long as the former Tenant or representative of the Tenant's estate has provided HACP with a forwarding address in writing. Tenant will be charged for damage to the Dwelling Unit or Premises caused by the intentional or negligent conduct of any Covered Person or to cover any unpaid rent owed to HACP at the time of Lease termination. This amount may be deducted from the security deposit. Notwithstanding the forgoing, the Tenant shall not be entitled to a refund of the Security Deposit if Tenant voluntarily vacates the Dwelling Unit without giving HACP the thirty (30) day written notice or a thirty (30) day notice in an alternative format of intent to move required by Section 12 below.

Section 5: Tenant's right to use and occupancy. The Tenant has the right to exclusive use and occupancy of the leased Dwelling Unit by the members of the household authorized to reside in the Dwelling Unit in accordance with the lease, as well as their guests (as defined in 24 CFR 5.100) or Section 2.

Section 6: The HACP's obligations. The HACP's obligations under the lease include the following:

1. To enforce the terms of this Lease fairly, impartially, and in good faith.
2. To establish necessary and reasonable policies for the benefit and well-being of the community and the Tenants, post the policies in the management office, and incorporate the regulations by reference in the lease.
3. To provide adequate briefing and explanation of the Lease provisions, including the grievance procedure, either before or at the time of move-in.
4. To conduct periodic inspections of the Dwelling Unit, including the pre-occupancy and post-occupancy inspections as follows:
 - a. **Pre-occupancy Inspection:** HACP and Tenant or Tenant's representative will inspect the Dwelling Unit prior to occupancy by the Tenant. HACP will give the Tenant a copy of the inspection form showing the condition of the Dwelling Unit, interior and exterior, as applicable, and any equipment provided with the Dwelling Unit. The inspection form shall be signed by HACP and Tenant and a copy of the form shall be given to Tenant and HACP's copy of the form shall be retained in the Tenant's file folder. Any deficiencies noted on the inspection form will be corrected by HACP before the Tenant moves in, and at no charge to the Tenant.
 - b. **Post-occupancy Inspection:** HACP will inspect the Dwelling Unit at the time Tenant vacates the Dwelling Unit and give the Tenant a written statement or statement in an alternative format of the charges, if any, for which the Tenant is responsible. The tenant and/or Tenant's representative may join in such inspection unless the Tenant vacates without notice to HACP.
5. To maintain the Dwelling Unit and the premises not otherwise assigned to Tenant for maintenance and upkeep, in decent, safe, and sanitary condition. Repairs and work orders will be completed in the following fashion:
 - a. HACP will make necessary repairs to the Dwelling Unit promptly by responding in the follow manner: abate an emergency, within forty-eight (48) hours of receiving an emergency repair request; and address a regular repair request within a reasonable timeframe as determined by HACP.
 - b. HACP will complete and process all necessary work orders required to initiate the correction of an emergency condition in a timely manner. HACP shall complete the remaining repairs resulting from the abated emergency condition and all non-emergency repairs in an adequate, competent, and professional manner, within a reasonable timeframe as determined by HACP. Whenever possible, Tenant will be notified.
6. To comply with requirements of applicable State and local building codes, housing codes, and HUD regulations materially affecting health and safety.
7. To keep buildings, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
8. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, appliances, elevators, and other facilities that are supplied or required to be supplied by the HACP.

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

9. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual household) for the deposit of ashes, garbage, rubbish, and other waste removed from the Dwelling Unit by the Tenant in accordance with paragraph (7) of this section.
10. To supply running water, including an adequate source of potable water, and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage), except where the building that includes the Dwelling Unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
11. To notify the Tenant of the specific grounds for any proposed adverse action by the HACP as required by State and local law. Examples include but are not limited to, proposed Lease termination, transfer of Tenant to a different Dwelling Unit, the imposition of charges for maintenance and repair, or excessive consumption of utilities, except in the instance where HACP intends to bring an action under the Expedited Eviction of Drug Traffickers Act.
12. To comply with Federal, State, and local nondiscrimination and fair housing requirements, including Federal accessibility requirements and providing reasonable accommodations for persons with disabilities. Upon request by a Tenant who is a person with a disability or the Head of Household on behalf of a family member with a disability, HACP will provide Reasonable Accommodations. HACP may, depending on the circumstances, provide either structural modifications or a non-structural solution, such as a transfer to a Dwelling Unit or building at HACP's expense, with the required accessible features, provided such options are effective in achieving accessibility. HACP is not obligated to provide accommodations or structural modifications if such accommodations or modifications create undue financial and/or administrative burden.

Section 7: The Tenant's obligations. In accordance with State and local law, the Tenant agrees to the following:

1. To make payments due under the Lease and/or any Addendum by the first (1st) of the month.

INITIAL _____

2. To use the Dwelling Unit exclusively and continuously as a private dwelling for Tenant and member(s) of the Tenant's Household as named in Section 1 of this Lease during the Lease Term and not to use and/or permit the use of the Dwelling Unit for any other purpose including, but not limited to, profit-making activities, without prior written consent from HACP.

INITIAL _____

3. Report any additions or absence of family members within ten (10) days of such addition or absence. Any absence of a person from the household for more than thirty (30) days must be reported to the manager. Examples include, but are not limited to, birth, custody via court order, death, imprisonment, etc.

INITIAL _____

4. Not knowingly invite persons on HACP's "No Trespass/Exclusion List" onto any HACP property including their Dwelling Unit and to report any excluded person to security or law enforcement (See Section 10).

INITIAL _____

5. Not assign the lease, sublease, transfer, or assign the Dwelling Unit to any other person.

INITIAL _____

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

6. Not provide meals and/or sleeping accommodations in the Dwelling Unit to non-household members for money or any other thing of value. **INITIAL** _____
7. That the exclusive use and occupancy of the Dwelling Unit shall include accommodations of the Tenant's Guest or visitors for no more than fourteen (14) consecutive days and no more than 60 total days in a one-year period for any individual guest. The Tenant shall, within two (2) business days, give written notice or notice in an alternative format to the site manager of any person who stays for more than five (5) days in the Dwelling Unit. The notice shall include the name, address, and vehicle identification of a person who stays five (5) working days or more. The Tenant may make special arrangements with the site manager for an extended stay of guest when allowing another non-Tenant adult to care for the Tenant's children or due to other extenuating circumstances. The Tenant is responsible for the conduct of all Guests and visitors. **INITIAL** _____
8. Abide by necessary and reasonable policies established by the HACP for the benefit and well-being of the housing project and the Tenants. Tenant acknowledges that he/she has received notice that a copy of the rules and regulations, known as the Admissions and Continued Occupancy Policy (ACOP) of HACP is available in any Management office, in the Occupancy Department, on the HACP website, www.hacp.org, or by request. **INITIAL** _____
9. Comply with all obligations imposed upon Covered Persons by applicable State and local building and housing codes materially affecting health and safety. **INITIAL** _____
10. Register all vehicles owned and operated by members of Tenant's Household with the HACP site manager's office. In addition, Tenants are not to keep or maintain on the Premises any inoperable vehicle, or a vehicle without a valid and current registration, license plate, and inspection sticker. **INITIAL** _____
- a. Visitors, Guests, and Other Persons under the Tenant's Control shall comply with all HACP parking and vehicle rules. Tenants will direct their visitors, Guests, and Other Persons under the Tenant's Control to follow the parking rules and will assist HACP in enforcing the parking and vehicle rules. **INITIAL** _____
- b. Failure to comply with any of the above rules governing parking shall be a material violation of the Lease and shall result in the issuance of a violation. Neither HACP, its employees, nor agents are responsible for any vehicle damage resulting from the towing of vehicles. **INITIAL** _____
11. Keep the Dwelling Unit and such other areas as may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition. **INITIAL** _____
12. Dispose of all waste from the Dwelling Unit in a sanitary and safe manner. **INITIAL** _____
13. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities, including elevators. **INITIAL** _____
14. Refrain from and cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the Dwelling Unit or housing project. **INITIAL** _____
15. Pay reasonable charges (other than for wear and tear) for the repair of damages to the Dwelling Unit, or to the housing project (including damages to buildings, facilities, or common areas) caused by the Tenant, a member of the household or a guest. **INITIAL** _____

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

16. Act, and cause household members and guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition. INITIAL _____

17. Assure that no Tenant, member of the Tenant's household, guest, or any other Covered Person under the Tenant's control engages in: INITIAL _____

(A) *Criminal activity.*

(1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of any HACP community by members of the Household, Guests, other Tenants, or HACP employees, or persons residing in the immediate vicinity of the Premises. INITIAL _____

(2) Any drug-related criminal activity on or off the Premises or in the Dwelling Unit. **The physical presence of a controlled substance, regardless of ownership, shall constitute a material breach of this Lease and provide grounds for immediate Lease termination, in compliance with Federal and State law and HUD regulations;** or INITIAL _____

(B) *Civil activity.* For non-public housing over-income Dwelling Units that are not within mixed-finance projects, any smoking of prohibited tobacco products in the Tenant's Dwelling Unit as well as restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the HACP has designated as smoke-free. INITIAL _____

18. To assure that no Covered Person engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment any HACP community by other Tenants. INITIAL _____

Section 8: Tenant maintenance and repairs.

1. Tenants must request maintenance service by telephoning the maintenance number during non-business hours. Emergency repairs may be requested by telephoning the emergency service number. If the emergency service number changes, HACP shall notify all Tenants in writing or alternative requested format of the correct telephone number. INITIAL _____

2. Tenant shall pay reasonable charges, including reasonable labor and material charges, for the repair of damage beyond normal wear and tear to the Premises, Dwelling Unit or to appliances provided by HACP that is negligently or intentionally caused by any Covered Person. Repair and labor charges shall be established in the Schedule of Tenant Charges maintained in HACP site management offices. The Schedule of Tenant Charges is the list that shows the costs of labor and specific repairs. This list is non-inclusive. INITIAL _____

3. Charges will be assessed to Tenant to pay for damage caused by fire, smoke, and other related causes to the Premises that are a direct result of intentional or negligent conduct on the part of any Covered Person as determined by the City of Pittsburgh Fire Department. Such conduct may be considered a material breach of the Lease. INITIAL _____

Section 9: Defects hazardous to life, health, or safety. The following are the rights and obligations of the Tenant and the HACP if the premise is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants.

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

1. The Tenant must immediately notify HACP management of the damage.
2. The HACP must repair the Dwelling Unit within a reasonable time. The HACP must charge the Tenant the reasonable cost of the repairs if the damage was caused by the Tenant, the Tenant's household, or the Tenant's guests.
3. The HACP must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time, subject to § 960.509(b)(5)(ix); and
4. Abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with paragraph (2) of this section or alternative accommodations not provided in accordance with paragraph (3) of this section must be provided by the HACP, except that no abatement of rent may occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, Tenant's household or guests.

Section 10: HACP No Trespass/Exclusion List Policy. HACP is committed to providing a safer environment for our residents and employees, and this often requires addressing the issue of non-residents who are interfering with the quality of life of HACP residents. No Trespass/Exclusion List Notices assist site management in successfully keeping non-residents who are dangerous or who interfere with the quiet enjoyment of HACP residents off the property. No Trespass/Exclusion Notices will be issued and strongly enforced according to HACP policy and relevant state law governing trespassing.

1. *Identification.* Any person who desires access to any HACP development building or grounds may be required by a HACP employee or law enforcement officer to identify her/himself by showing valid photo-identification and to establish a specific, legitimate purpose to be on HACP property. HACP is the sole determiner of what is a legitimate purpose to be on HACP Property.
2. *No Trespass/Exclusion List Notice.* Those persons not permitted on HACP property shall be provided written notice that they are trespassing and/or are barred from HACP property. Any person to whom a No Trespass/Exclusion Notice is issued may seek an informal review to contest issuance of the Notice by mailing a written request via certified mail within seven (7) days from the date of issuance of the Notice to the HACP Legal Department, 412 Blvd. of the Allies, 7th Floor, Pittsburgh, PA 15219. If the excluded person does not file for an informal review contesting the issuance of the Notice, after two years from the date of the exclusion notice, his/her name will be removed from the No Trespass/Exclusion List provided that no additional arrests occur after the date of the Notice. The exclusion remains in effect during any appeal, request for waiver, or request for reconsideration and is only lifted by written notice from the Grievance Officer.
3. The No Trespass/Exclusion List is maintained and available in Management offices and on the HACP website, www.HACP.org and is updated monthly. Tenants are obligated to familiarize themselves with the list, review it and ensure they are not inviting guests onto any property of HACP for which a person is excluded. **INITIAL _____**

Section 11: Entry of Dwelling Unit during tenancy. The HACP may enter the Dwelling Unit during the Tenant's possession under the circumstances outlined in this section.

1. The HACP is, upon reasonable advance notification to the Tenant, permitted to enter the Dwelling Unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvement or repairs, or to show the Dwelling Unit for re-leasing. A written statement or notice in an alternative format specifying the purpose of the HACP entry delivered to the Dwelling Unit at least twenty-four (24) hours before such entry is reasonable advance notification. **INITIAL** _____
2. The HACP may enter the Dwelling Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists; and **INITIAL** _____
3. If the Tenant and all adult members of the household are absent from the Dwelling Unit at the time of entry, the HACP must leave in the Dwelling Unit a written statement or notice in an alternative format specifying the date, time, and purpose of entry prior to leaving the Dwelling Unit. **INITIAL** _____
4. **Failure to allow HACP or its independent contractor's entry into the Dwelling Unit for any of the reasons indicated in Section 11 shall be cause for termination of the Lease.** **INITIAL** _____

Section 12: Notice procedures. In accordance with State and local laws, the HACP and Tenant must follow these procedures when giving notices:

1. Any notice to a Tenant must be provided in a form to allow meaningful access for persons who are limited English proficient and, in a form, to ensure effective communication with individuals with disabilities;
2. Any notice required by this Lease including, but not limited to, Lease Termination Notice, shall be in writing or alternative requested format, personally delivered to the Tenant, or adult member of the household, or posted at the Dwelling Unit by the HACP or an officer of the court, or sent via first-class mail; and
3. Notice to the HACP must be in writing or alternative format, hand delivered to the HACP management office, or sent by prepaid first-class mail to HACP address provided in the lease or submitted electronically through a communications system established by the HACP for that purpose.

Section 13: Termination of tenancy and eviction.

1. **Procedures.** These procedures must be followed by the HACP and the Tenant to terminate the tenancy:
 - (A) HACP may terminate the tenancy and Tenant's rights under this Lease in the event any Covered Person violates one (1) or more of the obligations of this Lease. If HACP receives judgment for delinquent rent twice within the same calendar year, HACP has the right to terminate tenancy.
2. **Grounds for termination of tenancy.** The HACP may only terminate the tenancy for good cause, which includes, but is not limited to, the following:
 - (A) Criminal activity or alcohol abuse as provided in paragraph (4) of this section.

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

- (B) Failure to accept the HACP's offer of a lease revision to an existing lease: with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
- (C) Violations of obligations of this Lease shall include, but are not limited to:
- i. The failure to pay rent or other payments when due;
 - ii. Failure to secure and maintain pay utility bills in the name of an adult family member of the household, when Tenant is responsible for paying such bills directly to the supplier of utilities;
 - iii. Misrepresentation of family income, assets, or composition;
 - iv. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim re-determinations.
 - v. Serious or repeated damage to the Dwelling Unit, creation of physical hazards in the Dwelling Unit, common areas, grounds, or parking areas of any project site;
 - vi. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of HACP's public housing communities by other residents, or any drug-related criminal activity.
 - vii. Illegal weapons or illegal drugs seized on HACP property;
 - viii. Any fire on HACP premises caused intentionally, by carelessness or unattended cooking;
 - ix. Any activity that threatens the health, safety or right to peaceful enjoyment of HACP's public housing communities by other residents and/or their guests;
 - x. Any threatening or harassing activity towards HACP employees.

3. Lease termination notice. The HACP must give notice of lease termination in accordance with State and local laws.

- (A) HACP shall provide written notice or notice in an alternative requested format of Lease termination to Tenant. The Lease Termination/Vacate Notice will state specific grounds for termination and will inform Tenant of his/her right to reply, to examine HACP's documents directly relevant to the termination, and to request a grievance hearing in accordance with the current Grievance Procedure.
- (B) Unless changes by the U.S. Department of Housing and Urban Development (HUD) or changes in State law occur, upon which HACP will follow the new law, the Lease Termination/Vacate Notice will require the Tenant to vacate the Dwelling Unit within fourteen (14) days from the date of posting of the notice for failure to pay rent.
- (C) A fifteen (15) day Lease Termination/Vacate Notice will require the Tenant to vacate the Dwelling Unit within fifteen (15) days for Lease violations that constitute a threat to health or safety of other residents, PHA employees, or persons residing in the immediate vicinity, or for violations that involve drug-related criminal activity or violent criminal activity.
- (D) A thirty (30) day Lease Termination/Vacate Notice will require the Tenant to vacate the Dwelling Unit within thirty (30) days for all other lease violations except for actions brought under the Expedited Eviction of Drug Traffickers Act or as stated above. **INITIAL _____**

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

(E) If Tenant fails to vacate the Dwelling Unit within the required time period, HACP will commence an eviction. **INITIAL** _____

(F) The Lease Termination/Vacate Notice will be served by posting the Notice conspicuously on the Dwelling Unit, usually on the front entry door. **INITIAL** _____

* If Tenant is evicted through an executed Order of Possession:

- A. Tenant has ten (10) days to contact the manager regarding the Tenant's intent to move any personal property remaining at the leased premises, and
- B. Tenant shall be required to pay the costs related to the removal or storage of the personal property retrieved by the Tenant between the expiration of ten (10) days but before the expiration of thirty (30) days.
- C. If within ten (10) days following the execution of the order of possession, the Tenant sends notice to the manager that it intends to remove the personal property, then the HACP will retain the Tenant's property for thirty (30) days, (the "30-day Period") at a site chosen by the HACP.
- D. If by the end of ten (10) days following the execution of the order of possession, the Tenant does not communicate with the manager, the HACP may dispose of the Tenant's personal property at the HACP's discretion.

4. HACP termination of tenancy for criminal activity or alcohol abuse.

(A) *Evicting based on drug-related criminal activity.*

(1) *Expedited Drug Traffickers Act.* Pursuant to this Act, the HACP will seek the immediate eviction of all Covered Persons who engage in drug-related criminal activity. **The statute authorizes a court of jurisdiction to hear such cases on an expedited and priority basis within fifteen (15) days of HACP's filing of such complaint.** Actions brought under this Act do not require HACP to provide prior written notice of Lease violation to the Tenant.

(B) *Evicting based on other criminal activity.*

(1) *Threat to other residents.* Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including HACP management staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.

(2) *Fugitive felon or parole violator.* The HACP may terminate the tenancy if a Tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

(C) *Eviction for criminal activity – evidence and notice.*

(1) *Evidence.* The HACP may evict the Tenant by judicial action for criminal activity in accordance with this section if the HACP determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

(2) *Notice to Post Office.* When a HACP evicts an individual or family for criminal activity, the HACP must notify the local post office serving the Dwelling Unit that the individual or family is no longer residing in the Dwelling Unit.

(D) *Use of criminal record.* If the HACP seeks to terminate the tenancy for criminal activity as shown by a criminal record, the HACP must notify the household of the proposed action to be based on the information and must provide the subject of the record and the Tenant with a copy of the criminal record before a HACP grievance hearing, as applicable, or court trial concerning the termination of tenancy or eviction. The Tenant must be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial.

(E) *Cost of obtaining criminal record.* The HACP may not pass along to the Tenant the costs of a criminal records check.

(F) *Litigation costs.* Tenant shall be liable for all court costs and other fees expended or assessed against HACP in a legal action for enforcement of this Lease, unless Tenant prevails. If HACP prevails, litigation costs shall be assessed to Tenant and become due and payable with the regular rent to the extent not paid as part of any judgment obtained against the Tenant by HACP.

(F) *Evicting based on alcohol abuse.* The HACP must establish standards that allow termination of tenancy if the HACP determines that a household member has:

- (1) Engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or
- (2) Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

(G) *HACP action, generally.*

(1) *Consideration of circumstances.* In a manner consistent with policies, procedures and practices, the HACP may consider all circumstances relevant to a particular case such as the nature and severity of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, the extent to which the leaseholder has taken steps to prevent or mitigate the offending action, the amount of time that has passed since the criminal conduct occurred, whether the crime or conviction was related to a disability, and whether the individual has engaged in rehabilitative or community services.

(2) *Exclusion of culpable household member.* The HACP may require a Tenant to exclude a household member from continuing to reside in the Dwelling Unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

(3) *Consideration of rehabilitation.* In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the HACP may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully (42 U.S.C. 13662). For this purpose, the HACP may require the Tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

(4) *Nondiscrimination limitation.* The HACP's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

Section 14: Material breaches. It shall be considered a material breach of Tenant's Lease and specific ground for termination of this Lease if any Covered Person does any of the following in the Dwelling Unit or on the Premises:

1. Utilize, threaten to 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 INITIAL _____
2. Shoot, fire, explode, throw, or otherwise discharge a potentially deadly weapon; or INITIAL _____
3. Inflict, without legal justification, any injury upon another person through the intentional use of a deadly weapon, or by the reckless or negligent use of such weapon; or INITIAL _____
4. Damage any HACP property, without legal justification, through the intentional use of a deadly weapon or by the reckless or negligent use of such weapon; or INITIAL _____
5. Damage any HACP property through the use of fireworks. INITIAL _____
6. Flees to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor. INITIAL _____
7. Violates a condition of his or her probation or parole imposed under Federal or State law. INITIAL _____
8. Displays, uses, or possesses any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the Commonwealth of Pennsylvania anywhere on the property of HACP. INITIAL _____
9. Obstructs sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the Dwelling Unit. INITIAL _____
10. To assure the no Covered Person acts in a manner which will disturb other Tenants' peaceful enjoyment of their accommodations or community facilities and further, that Covered Person will act in a manner which is conducive to maintaining the HACP communities, the Dwelling Unit and/or the Premises in a decent, safe, and sanitary condition. INITIAL _____

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

11. To assure that Covered Persons do not destroy, deface, damage and/or remove any part of an HACP Community, the Dwelling Unit or Premises. This includes, but is not limited to, tampering with fire safety equipment or systems, disconnecting fire or smoke alarms, or tampering with heat sensors.

INITIAL _____

12. To assure that Covered Persons use electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities, including elevators, in a reasonable manner, and only for their intended purposes.

INITIAL _____

13. To assure that written consent is obtained from HACP prior to making repairs, alterations, or installing equipment in the Dwelling Unit.

INITIAL _____

14. To assure that HACP is notified immediately of the need for repairs to the Dwelling Unit, and of any unsafe conditions in the Dwelling Unit or on the Premises which might lead to injury or damage.

INITIAL _____

15. To assure compliance with the HACP Pet Policy. A copy of the Pet Policy is available from HACP upon request and to a Tenant who has or obtains a pet.

INITIAL _____

16. To ensure compliance with the HACP Satellite Dish Installation Policy. The Satellite Dish Installation Policy is available from HACP upon request.

INITIAL _____

17. To ensure compliance with the HACP Fence Policy. The Fence Policy is available from HACP upon request.

INITIAL _____

18. To assure that there is no change or addition to any locks on HACP property without prior written permission from HACP. The Tenant must provide the HACP site management office with a duplicate copy of the key for each approved additional lock. Failure to provide a duplicate copy of the key as required may result in HACP's immediate removal of the lock and assessing the charge for the removal to the Tenant's account.

INITIAL _____

19. The Tenant must allow HACP to enter the Dwelling Unit for all repairs in accordance with Sections 9 and 11 of this Lease.

INITIAL _____

20. The Tenant agrees to transfer to a suitable Dwelling Unit when a change in Family composition justifies the need for transfer under HACP Occupancy Standards, or when defects hazardous to life, health and/or safety exist in the Dwelling Unit or in the Premises. If a transfer is required, the Tenant shall be given thirty (30) days advance written notice or notice in an alternative requested format of the availability of a suitably sized Dwelling Unit prior to being required to move. The notice shall advise Tenant that he/she may request an explanation of the specific reasons underlying HACP's determination that Tenant must transfer to another Dwelling Unit. The Tenant's response to the transfer offer must be received by HACP within five (5) days of the date of the offer and must state the Tenant's willingness to move to an appropriately sized Dwelling Unit within thirty (30) days; or (ii) that the Tenant rejects the transfer and requests a grievance hearing with respect to HACP's determination. Failure of the Tenant to respond will constitute grounds for Lease termination. All costs associated with a move to a new Dwelling Unit will be the responsibility of the Tenant except for when the transfer is the result of an approved reasonable accommodation.

INITIAL _____

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

21. If Tenant's Dwelling Unit is an accessible Dwelling Unit and neither Tenant nor any member of Tenant's Household is a Person with a Disability, Tenant hereby agrees to transfer to an appropriate Dwelling Unit if the Dwelling Unit is needed to accommodate another Tenant who is a Person with a Disability. **INITIAL** _____
22. To ensure that all Covered Persons abide by the provisions of the HACP Assistance Animal Policy set forth in the HACP ACOP which is available at HACP site management offices. **INITIAL** _____
23. To give HACP thirty (30) days prior written notice or notice in an alternative format if Tenant intends to voluntarily move from the Dwelling Unit. If the Tenant does not give the full thirty (30) days' notice, the Tenant shall be liable for rent up to the end of the thirty (30) days for which notice was required or until HACP is able to re-let the Dwelling Unit, whichever occurs first. **INITIAL** _____
24. To view the HACP Resident Orientation Video prior to occupancy. **INITIAL** _____
25. To allow HACP personnel entry into the Dwelling Unit for the purpose of conducting periodic housekeeping and/or safety inspections. **INITIAL** _____
26. To comply with the City of Pittsburgh Curfew Ordinance that states in part: A minor shall not remain in a public place or on the premises of an establishment from:
1. 11:00 PM on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 AM of the following day and on any Friday and Saturday from 12:00 AM until 6:00 AM the following day July 1 through August 31;
 2. 10:00 PM on any Sunday, Monday, Tuesday, Wednesday or Thursday, until 6:00 AM of the following day and on any Friday and Saturday from 12:00 AM until 6:00 AM the following day September 1 through June 30.
 3. The Tenant shall not permit or by insufficient control allow a minor under the Tenant's care or custody to violate this section. **INITIAL** _____
27. To comply with applicable State law regarding truancy and not violate the Pennsylvania Juvenile Act which defines as "truant" a child who, while subject to compulsory school attendance, is habitually and "without justification" absent from school as it applies to minors residing in the "Household." **INITIAL** _____
28. To identify her/himself by showing valid photo-identification when requested for entry onto HACP property. **INITIAL** _____
29. Not to commit any fraud in connection with any Federal housing assistance program. **INITIAL** _____
30. When required, Tenant(s) agrees to relocate pursuant to the Uniform Relocation Act and will comply with relocation efforts, plans, policies and rules. Failure to participate in the relocation will result in termination of this lease. **INITIAL** _____
31. No member of the Tenant's household may be registered on a sex offender registry while living in housing. If a household member who is not subject to registry upon admission to the household subsequently becomes eligible for registration on any sex offender registry, then that person will be removed from the household immediately and not permitted to return for the duration of their registration requirement. If the family fails or refuses to remove and exclude such member, that shall be considered a serious breach of lease subject to termination. **INITIAL** _____

Section 15: Abandonment. The HACP will consider a Dwelling Unit to be abandoned when a Tenant:

1. Vacates the Dwelling Unit without notice to the site manager;
2. Fails to pay current monthly rental amount; and
3. Removes most or all personal property from the Dwelling Unit. Any property left on the premises shall be considered abandoned and may be disposed of by HACP according to law.

HACP will send a certified notice to the Tenant's last known address informing the Tenant that:

1. Tenant has ten (10) days to contact the manager regarding the Tenant's intent to remove any person property remaining at the leased premises, and
2. Tenant shall be required to pay the costs related to the removal or storage of the personal property retrieved by the Tenant between the expiration of ten (10) days but before the expiration of thirty (30) days.

If abandonment is pursuant to a writ of order of possession, HACP has no obligation to the above and will consider Tenant to have complied with the order to vacate. HACP will immediately dispose of all property remaining in the Dwelling Unit and has no obligation to send any further notice to the Tenant.

Section 16: No automatic lease renewal. Upon expiration of the lease term, the lease shall not automatically renew and the parties are required to sign a new twelve (12) month lease within thirty (30) days of the lease termination.

Section 17: Default by either party.

1. **Default by HACP.** HACP shall be in default under this Lease if HACP materially fails to perform its obligations under this Lease. If HACP is in default, Tenant may file a grievance, terminate this Lease by giving notice as described in Section 18, or exercise any other rights permitted by State law.
2. **Default by Tenant.** Tenant shall be in default and HACP may terminate Tenant's tenancy or pursue any remedy it may have at law or in equity if Tenant or any Household member or other Covered Person neglects or fails to perform any of the obligations or provisions of this Lease or for serious or repeated violations of material terms of this Lease.

Section 18: Grievance procedures. Subject to HUD rules and regulations, and any provisions contained in this Lease, the Tenant is entitled to file a grievance for informal or formal resolution of any disputes concerning the obligations of Tenant or HACP under the terms of this Lease or any action or inaction by HACP.

- A. Tenants are not eligible to file for informal or formal resolution of a grievance when HACP seeks to terminate the tenancy for:
 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of any HACP community, other Tenants, or employees of HACP; or
 2. Any Violent or Drug-related Criminal Activity on or off the Premises or in the Dwelling Unit; or
 3. Any criminal activity that may result in the felony conviction of a member of Tenant's Household; or
 4. Other matters as itemized in HACP's Grievance Procedure.

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

- B. All grievances will be heard in accordance with the Grievance Procedure that governs how Tenants may protest HACP's actions and decisions. A copy of the Grievance Procedure is available at HACP site management offices. In all disputes with HACP, the Tenant shall have the right to examine all documents relevant to the grievance or to the hearing. Tenant acknowledges that he/she has an opportunity to review the Grievance Procedure maintained in HACP site management offices.
INITIAL _____
- C. If the subject matter of the dispute does not involve any of the matters identified in Section A above, and the Tenant files for a grievance hearing in a matter involving termination of the Lease, the Lease shall not be terminated until a final decision on the merits of the grievance has been rendered by a hearing officer or appellate court. If the grievance involves an amount of rent due as stated by HACP, prior to the scheduling of a grievance hearing, the Tenant must escrow or pay to HACP an amount equal to the rent due and payable on the first (1st) of the month preceding the month the adverse action occurred. Thereafter, the Tenant shall pay the same amount each month until the grievance is resolved. However, if Tenant's grievance hearing request concerns a minimum rent hardship exemption, the escrow-payment requirement does not apply.
INITIAL _____
- D. Prior to requesting a formal grievance hearing, the Tenant may request that his/her grievance be settled informally. In such an event, the Tenant must file a written request or request in an alternative format for a meeting with his/her site manager within five (5) days from the date the Tenant learns or has reason to know of his/her grievance. Within five (5) days after such a meeting, HACP will prepare and provide the Tenant with a written summary or summary in an alternative format of its findings and the specific reasons, therefore. The summary will include instructions on how the Tenant may pursue a formal grievance hearing if the grievance has not been resolved to the satisfaction of the Tenant.
INITIAL _____
- E. The Tenant may request a formal grievance within seven (7) days from the date he/she learns or has reason to know of any adverse action or inaction by the HACP. In such an event, the Tenant must file a written request or request in an alternative format for grievance with his/her site manager within seven (7) days from the date the Tenant learns or has reason to know of his/her grievance.
1. After the Tenant requests a hearing, he/she will receive notice indicating the time and location of the hearing. A person of the Housing Authority's choosing will conduct the hearing. The Tenant has the right to bring to the hearing any document or evidence he/she wishes to be considered.
 2. The Housing Authority representative conducting the hearing will decide based upon the merits of the evidence presented. The representative shall promptly provide a written decision or the decision in an alternative requested format to the Tenant by U.S. mail. HACP shall retain a copy of the decision in the Tenant's folder.
INITIAL _____

Section 19: Violence Against Women Act. Notwithstanding the provisions of Section 9 of this Lease, or any other provision contained herein, the following shall not be considered violations of the Lease constituting defaults and bases for terminating the tenancy or occupancy rights of a victim of domestic violence, sexual assault, dating violence, or stalking:

1. An incident or incidences of actual threatened domestic violence, dating violence, sexual assault, or stalking perpetrated against the victim.

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

2. Criminal activity directly relating domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of the Tenant's Household or any Guest or Other Person under the Tenant's Control, if the Tenant or immediate member of the Tenant's Household is a victim of that domestic violence, dating violence, or stalking; provided, however, HACP may divide this Lease for the purpose of evicting, removing or terminating the occupancy rights of a Household member, whether or not such Household member is a signatory to this Lease, who engages in criminal acts of physical violence against Family members, affiliated individuals, or others, without evicting, removing or otherwise penalizing the victim of such violence, who is also a Tenant or lawful occupant of the Dwelling Unit.
3. The foregoing exceptions shall not apply unless the victim delivers to HACP a certification on one of the following forms:
 - a. A HUD-approved form supplied by HACP attesting that she/he is a victim of domestic violence, dating violence, or stalking and that the incident(s) in question are bona fide violations of such actual or threatened abuse; or
 - b. Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, stalking, or the effects of the abuse, in which the professional states under penalty of perjury that the professional's belief that the incident(s) in question are bona fide incidents of abuse and the victim has signed or attests to the documentation; or
 - c. A federal, state, or local police report or court record describing the crime or incident(s) in question.
4. The victim must deliver the certification to HACP within fourteen (14) business days after HACP requests the certification. If the victim does not deliver the certification to HACP within the aforesaid period, HACP may terminate the tenancy of the Tenant or any lawful occupant of the Dwelling Unit including the victim.
5. The foregoing exceptions, however, shall not limit the authority of HACP to (i) honor court orders addressing rights of access or control of property, including civil protection orders issued to address the distribution or possession of property among Household members, (ii) evict a Tenant for any violation of this Lease not based on or connected with the act or acts of violence in question against the Tenant or member of Tenant's Household, provided that such victim is not held to a more demanding standard than other Tenants, and (iii) evict any Tenant if HACP can demonstrate an actual and imminent threat to other Tenants or those employed at or providing service to the property if that Tenant is not evicted.

Section 20: Provision for modifications. This lease may be modified at any time by written agreement of the Tenant and the HACP. Modification of the lease must be evidenced by a written rider or amendment to the lease, executed by both parties, except as permitted under 24 CFR 966.5, which allows modifications of the lease by posting policies, rules and regulations.

1. The policies, rules, and/or schedules referred to in this Lease may be modified provided HACP gives at least thirty (30) days written notice or notice in an alternative format to Tenant explaining the modification and giving Tenant the opportunity to comment. Written comments will be considered by HACP prior to the proposed modification becoming effective. **INITIAL _____**

Non-Public Housing Over-Income (NPHOI) Residential Lease Agreement

2. Tenant remains liable for any and all violations, breaches and defaults of any provisions of any prior Lease, modification of any prior Lease and Addendum to any prior Lease between HACP and Tenant. Tenant hereby agrees that HCP does not waive any remedies at law or in equity that HACP may have by reason of any such prior violation, breach or default including the right to evict Tenant for breaches of any prior Lease or Addendum thereto. Notwithstanding the execution of this Lease, HACP specifically reserves all such rights and remedies.

Section 21: Invalidity of Provision. If any provision or provisions of this Lease are found to be invalid by a court of competent jurisdiction, the remaining provisions of the Lease shall remain valid and enforceable.

Section 22: Several and Joint Liability. All Tenants and adult members of the Household who sign this Lease are liable for any and all breaches or default of any Lease provision in their own right.

Section 23: Signature clause. By Tenant's signature below, Tenant and household agree to the terms and conditions of this lease and all additional documents made a part of the lease by reference. By the signature(s) below I/we also acknowledge that the Provisions of this Lease Agreement have been received and thoroughly explained to me/us.

Housing Authority of the City of Pittsburgh (HACP)

By: _____

Title: _____ Date: _____

Tenant Household

Tenant (Head of household): _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____