



LEASE AGREEMENT

Tenant I.D.# {{PHA MI Client ID}}
 Development * {{PHA MI DevNum}}
 No. Bedrooms {{PHA MI NumBR}}

This LEASE AGREEMENT ("Lease") is dated this {{PHA MI LeaseDay}} day of {{PHA MI LeaseMonth}} , {{PHA MI LeaseYear}} by and between the Philadelphia Housing Authority ("PHA") and {{PHA MI ApplicantName}} ("Tenant"). PHA and Tenant hereby agree on the following terms and conditions:

1. PROPERTY LEASED

- A. Subject to the terms and conditions of this Lease and in consideration of the Rent defined below, PHA leases to Tenant, unit number {{PHA MI UnitNbr}} , located at {{PHA MI UnitAddr}} ("Unit"), for use as a private residence. The Unit shall include any steps, porch, lawn or yard surrounding the unit and shall be referred to in this Lease as the "Property" if indicated by an [x], the property includes a stove_____ at no cost to Tenant, a refrigerator_____ at no cost to Tenant, and a washer/dryer _____ at no cost to tenant.
- B. The Property is for the exclusive use and occupancy by the Tenant, Family Members, and Household Members, listed below:

NAME	RELATIONSHI	SOCIAL SECURI TY	BIRTHDAT	M/F	DELE TE/	DATE
1. {{PHA MI HOHName}}	{{PHA MI HOHRelation}}	{{PHA MI HOHSSN}}	{{PHA MI HOHBirthDate}}	{{PH A MI}}		{{PHA MI HOHDate}}
2. {{PHA MI CoTenantName}}	{{PHA MI CoTenantRelation}}	{{PHA MI CoTenantSSN}}	{{PHA MI CoTenantBirth}}	{{PH A MI}}		{{PHA MI CoTenant}}
3. {{PHA MI DepName1}}	{{PHA MI DepRelation1}}	{{PHA MI DepSSN1}}	{{PHA MI DepBirthDate1}}	{{PH A MI}}		{{PHA MI DepDate1}}
4. {{PHA MI DepName2}}	{{PHA MI DepRelation2}}	{{PHA MI DepSSN2}}	{{PHA MI DepBirthDate2}}	{{PH A MI}}		{{PHA MI DepDate2}}
5. {{PHA MI DepName3}}	{{PHA MI DepRelation3}}	{{PHA MI DepSSN3}}	{{PHA MI DepBirthDate3}}	{{PH A MI}}		{{PHA MI DepDate3}}
6. {{PHA MI DepName4}}	{{PHA MI DepRelation4}}	{{PHA MI DepSSN4}}	{{PHA MI DepBirthDate4}}	{{PH A MI}}		{{PHA MI DepDate4}}
7. {{PHA MI DepName5}}	{{PHA MI DepRelation5}}	{{PHA MI DepSSN5}}	{{PHA MI DepBirthDate5}}	{{PH A MI}}		{{PHA MI DepDate5}}
8. {{PHA MI DepName6}}	{{PHA MI DepRelation6}}	{{PHA MI DepSSN6}}	{{PHA MI DepBirthDate6}}	{{PH A MI}}		{{PHA MI DepDate6}}
9. {{PHA MI DepName7}}	{{PHA MI DepRelation7}}	{{PHA MI DepSSN7}}	{{PHA MI DepBirthDate7}}	{{PH A MI}}		{{PHA MI DepDate7}}
10. {{PHA MI DepName8}}	{{PHA MI DepRelation8}}	{{PHA MI DepSSN8}}	{{PHA MI DepBirthDate8}}	{{PH A MI}}		{{PHA MI DepDate8}}
11. {{PHA MI DepName9}}	{{PHA MI DepRelation9}}	{{PHA MI DepSSN9}}	{{PHA MI DepBirthDate9}}	{{PH A MI}}		{{PHA MI DepDate9}}
12. {{PHA MI DepName10}}	{{PHA MI DepRelation10}}	{{PHA MI DepSSN10}}	{{PHA MI DepBirthDate1}}	{{PH A MI}}		{{PHA MI DepDate10}}

- C. No person other than the listed Tenant, Family Members, and Household Members are permitted to reside at the Property, unless added to this Lease with the approval of PHA and in accordance with the Admissions and Continued Occupancy Policy in effect at the time of addition to the Lease.
 - a. This requirement does not apply to additions by reason of natural birth, adoptions or court-awarded custody. Tenant shall inform PHA of such additions within 30 days following any such change.
 - b. Non-Tenants who use the address of a particular PHA unit to receive benefits (or any other purposes) will be considered unauthorized occupants of that unit. Guests who remain in the unit beyond the time limit described in section 9C of this Lease will be considered unauthorized occupants.
- D. Family Members (as defined in the ACOP) may, with approval of PHA, have a right to remain in the property following the death or departure of the Head of Household. Live-In Aids, Foster Adults, and Foster Children do not have a right to remain in the property following the death or departure of the Head of Household.
 - a. Any Live-In Aid, Foster Adult or Foster Child attempting to remain in the Property after the Head of Household or co-Head vacates the unit, is evicted or becomes deceased will be considered a squatter and may be evicted through a squatter eviction in accordance with the law.
- E. With the prior written consent of PHA, and subject to the terms in this section, Tenant and any or all Household Members may engage in legal profit-making activities at the Property provided that the activity will not generate extra noise, traffic, trash, odors or use of utilities and appliances, or violate any zoning or other applicable law.
- F. Existing tenants may, under certain conditions and with the pre-approval of management, be permitted to enter into the electronic monitoring program as administered by Adult Probation and Parole, Juvenile Court and the Pre-Trial Services division of the First Judicial District of Pennsylvania. Individuals who were not specifically named as a tenant in a Lease Agreement with PHA prior to their arrest for the crime that relates to the request for electronic monitoring will not be added to a PHA Lease Agreement in order to participate in the electronic monitoring program. Tenants may not participate in the electronic monitoring program for any case that includes charges for: crimes of violence, weapons offenses, sex-related offenses, arson, burglary, destruction of property, or drug crimes. Participation in the electronic monitoring program does not change or abridge any right of PHA to evict a Tenant for the crime for which the electronic monitoring is a consequence.
- G. Pets are allowed, subject to a fee, and meeting all requirements of the Pet Policy.
- H. The terms and conditions of the ACOP are incorporated by reference into this Lease and made a part of this Lease. A copy of the ACOP is available in the Management Office (defined in 3A below).

2. LEASE TERM

The commencement date of this Lease shall be the date on which the Lease is signed. The initial term of this Lease shall be for two (2) years. The term of this Lease shall end at midnight on the {{PHA MI Term Date Day}} day of {{PHA MI Term Date Month}}, {{PHA MI Term Date Year}}. Upon this termination date, this Lease shall automatically renew for a successive term of two (2) years (three (3) years if triennial recertification is applicable) unless the Tenant and all applicable Family Members and Household Members do not fulfill the Community Service and Economic Self-Sufficiency Requirements set forth in the Rider attached to and made

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a part of this Lease (the "Service Requirements") or this Lease is terminated sooner by Tenant or by PHA due to a default by Tenant and/or any Family Member or Household Member.

3. RENT

- A. Rent shall be calculated as required by PHA's policies. Pursuant to that calculation, Tenant agrees to pay monthly rent in the amount of \$ {{PHA MI Rent Am}} ("Rent"). The first month's Rent is due at lease execution and shall be paid along with the security deposit (see Section 4A). If Tenant occupies the Property after the first of the month, rent for the first month shall be prorated. Rent shall be paid without demand on the first (1st) day of each month at the management office applicable to the Property ("Management Office") by check or money order made payable to the "Philadelphia Housing Authority", or by electronic payment, if applicable, or as otherwise permitted by PHA after written notice to Tenant. No cash will be accepted. Tenant may request an extension for payment and PHA may, for good cause, extend in writing the due date for a Rent payment for the month requested. Management approvals of such request shall not be withheld unreasonably.
- B. If PHA does not RECEIVE the Rent by the fifteenth (15th) calendar day of the month, and PHA has not agreed to accept payment later than the 15th calendar day of the month, PHA may issue to the Tenant a Notice to Vacate within thirty (30) days for failure to pay Rent, demanding payment in full of all amounts due under the Lease or the return of the Property to PHA free of all occupants. In addition, if the Tenant fails to make a payment of Rent by the end of office hours on the fifteenth (15th) calendar day of the month, a \$20.00 late fee ("Late Fee") shall be charged. If the Tenant can document financial hardship, the late fee may be waived on a case by case basis. If the Tenant lawfully withholds rent, no Late Fee shall be applied for that month. If the tenant makes a partial rent payment before the 15th day of the month AND the tenant does not have any other outstanding balances, the Late Fee will not be applied.
- C. Rent that is late three (3) or more times within a twelve (12) month period without good cause is considered "chronically" late and will be grounds for Lease termination if there is a delinquent balance at the time of termination.

4. SECURITY DEPOSIT

- A. To secure Tenant's performance of Tenant's obligations under this Lease, Tenant shall pay a security deposit ("Deposit") in the amount of: one month's rent, or \$99.00, whichever is less.
- B. The Deposit may not be used to cover unpaid Rent or other charges prior to termination of the Lease, but may be applied upon termination of the Lease to offset any unpaid Rent or damage to the Property.
- C. At the termination of the Lease, Tenant shall return to PHA all keys before moving from the Property, and PHA shall return the unused balance of the Deposit in accordance with Pennsylvania law.
- D. If the Deposit is insufficient to cover the unpaid Rent and other charges due in accordance with this Lease, Tenant shall be liable for the difference. PHA may take appropriate legal action to collect such amounts.
- E. Tenant acknowledges that if Tenant does not meet the obligations described in this Lease, Tenant may lose the Deposit. Tenant may also be evicted and sued for monetary damages.

5. UTILITIES

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- A. PHA shall supply those utilities as indicated by an [x]: PHA MI Util Elec electricity, PHA MI UtilGas gas, PHA MI UtilWater water, PHA MI UtilHeat heat. Tenant will pay for all other utilities, related deposits and charges on Tenant's utility bills. All utilities must be turned on for the duration of the Tenant's Lease Agreement with PHA. Utilities not supplied by PHA must be in the name of the Head of Household or Co-Head of Household only. Failure to maintain active utility service, for all utilities, in the name of the Head of Household or Co-Head of Household will be considered a breach of this Lease.
- B. If the unit is individually metered, Tenant agrees to pay excess utilities as assessed by PHA in accordance with the schedule of current "Utility Allowances/Tenant Purchased Utilities" on or before the first (1st) day of the second calendar month following the month in which the excess charges are incurred. A schedule of current "Utility Allowances/Tenant Purchased Utilities" shall be posted in the Management Office and available for review upon request. Such schedule is incorporated herein by reference.

6. MAINTENANCE AND REPAIRS

- A. Any request by Tenant for maintenance repairs shall be made by telephone to the telephone number that appears on the Maintenance Fee Schedule and that is available in the Management Office. During non-business hours, emergency repairs may be requested by telephoning PHA security.
- B. Tenant shall pay the reasonable charges for repair or damage to the Property that is beyond normal wear and tear, or which is negligently or intentionally caused by Tenant, Family Members, Household Members, or guests. Repair charges shall be set forth on a schedule posted in the Management Office, which is subject to change by PHA from time to time. A copy of such schedule in effect as of the date of this Lease has been made available to Tenant. Maintenance and damage repair charges will not be due and collectible until two (2) weeks after PHA gives written notice of the charges. The maintenance and damage charges will be printed on the monthly rent statements until paid. Such charges must be paid no later than 45 days from the date on which PHA gives notice of the charges. Failure to pay such charges on or prior to the due date shall be grounds for termination of this Lease. Tenant may be given the option of entering into a reasonable payment agreement for maintenance and damage repair charges.

7. REDETERMINATION OF ELIGIBILITY, RENT OR DWELLING SIZE

- A. **Re-certifications:** Every two (2) years, or as prescribed in the ACOP, Tenant and all Family Members and Household Members over the age of eighteen (18) are required to regularly recertify with PHA. Tenants paying the ceiling rent will be recertified at least once every three (3) years instead of every two (2) years. Elderly and disabled households on fixed income will recertify once every three years.

No sooner than three (3) months before the Tenant's regular recertification date, PHA will send a recertification notice to the Tenant asking the Tenant to attend a regular recertification meeting at the Management Office. Tenant must attend the regular recertification meeting and provide PHA with all information and documentation needed for PHA to determine Tenant's eligibility, appropriate rent calculation and appropriate dwelling size, in accordance with the ACOP. All documentation must be provided to PHA within five (5) business days from the date of PHA's request.

Decreases in Tenant Rent will go into effect on the first day of the month following the determination that the rent is to decrease. Tenant will receive at least thirty (30) days advance written notice of a rent increase. If less than thirty (30) days remain before the scheduled effective date, the increase will start on the first day of the month following the end of the thirty (30) day notice period.

If the family causes a delay in processing the recertification without good cause, increases in the family share of the rent will be applied, as set forth above, retroactively to the scheduled effective date of the recertification. The

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family will be responsible for any underpaid rent and may be offered a repayment agreement at the discretion of PHA. If the family causes a delay in processing the recertification without good cause, decreases in the family share of the rent will be effective on the first day of the month following the month in which all family required documentation is provided.

- B. **Interim Rent Redetermination:** Rent will not be changed between regular recertifications unless one of the following occurs:
1. Tenant, Family Members, or Household Members misrepresented information upon which the Rent calculation was based.
 2. Tenant reports a decrease in family income and/or a change in family composition that will result in a decrease in Rent. Tenant may request no more than two (2) voluntary interim recertifications between regular recertifications, subject to reasonable accommodations. Elderly and disabled households are exempt from the limit on interim recertifications.
 3. Tenant adequately demonstrates to PHA that they have suffered a financial hardship that necessitates an additional interim rent adjustment.
- C. **Changes in Household Composition or Household Income:** Tenant must report all applicable changes in household composition or income within thirty (30) calendar days of such change. Failure to do so will result in a Lease termination. Other than households reporting zero income or temporary/sporadic income, Household Members are not required to report increases in income between regular recertifications.
- D. If at the Biennial Recertification the household reports zero/temporary/sporadic income, the Household Members shall complete documentation as described in the ACOP at each successive regular recertification until the household no longer reports zero/temporary/sporadic income. Households reporting zero/temporary/sporadic income are required to report monetary and/or changes in family composition and/or benefits within 30 calendar days from the date the change occurred. PHA will complete an Enterprise Income Verification (as defined in the ACOP) for each zero/temporary/sporadic income household every 180 days and will take action according to the ACOP for instances of underreported or unreported income.

8. TRANSFERS

- A. When a change in family composition justifies the need for transfer under the ACOP, Tenant agrees to transfer to an appropriately sized dwelling unit in good condition which meets Pennsylvania habitability standards. All costs associated with the move will be the responsibility of Tenant. Tenant will be offered one (1) dwelling unit. If Tenant refuses the unit offer without a good cause, this Lease will be terminated.
- B. PHA may move Tenant and Tenant's Family Members and Household Members into another unit if it is determined to be necessary to rehabilitate or demolish the Tenant's unit.
- C. If Tenant makes a written request for special unit features in support of a documented disability, PHA may modify Tenant's existing Property. If the cost and extent of the modifications needed are substantially the same as those required for a fully accessible unit, PHA may transfer Tenant and Tenant's Household Members to another unit with the features.
- D. If Tenant is without disabilities but is housed in a unit with special features, Tenant and Tenant's Family Members and Household Members will be given thirty (30) days to move to a unit without such features should a tenant with disabilities need the Property.
- E. In the case of mandatory transfers, as described in the ACOP, Tenant and Tenant's Family Members and Household Members shall be required to move into the dwelling unit made available by PHA. If

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Tenant and Tenant's Family Members and Household Members refuse to move without appropriate documentation of good cause, PHA shall terminate this Lease.

- F. Mandatory transfers are subject to the ACOP and PHA grievance policies, and no such transfers may be made until the conclusion of any grievance process requested by Tenant.
- G. PHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the ACOP.
- H. Tenant must be in "good standing" in order to be placed on the transfer waiting list. PHA may waive the "good standing" requirement when it determines that the transfer is essential.
- I. PHA will pay for reasonable costs related to all mandatory transfers. Moving costs must be pre-approved by PHA.
- J. Tenant must wait until after the initial term of this Lease to submit an application for voluntary transfers to housing at another PHA site. No voluntary transfers to housing at another PHA site are permitted during the initial term of this Lease.

9. TENANT OBLIGATIONS

Tenant agrees:

- A. To use the Property solely as a private dwelling for Tenant, Family Members and Household Members as named in this Lease only, and not to use or permit others to use the Property for any other purpose.
- B. Not to sublease or assign this Lease, and not to provide accommodations for borders and lodgers.
- C. Not to provide overnight accommodations to guests or visitors for a period exceeding thirty (30) consecutive days during any twelve (12) month period, or ninety (90) cumulative days during any twelve (12) month period, unless an exception is made under extenuating circumstances as determined and granted in writing by PHA.
 - a. A guest is someone who is not a Tenant, Family Member or a Household Member and is present at the Property with the consent of a Tenant, Family Member or a Household Member.
 - b. The limitation does not apply to any live-in aide for a Tenant or a Household Member if such live-in aide is approved for occupancy in the unit by PHA. Live-in aides, however, will not have any rights to continue living in the Property if the Tenant or Household Member assisted by the live-in aide ceases to live at the Property.
- D. To abide by the terms of this Lease, the ACOP and any necessary and reasonable regulations established by PHA from time to time for the benefit and wellbeing of the housing community where the property is located. Copies of the ACOP, additional regulations and PHA policies relating to occupancy shall be available in the Management Office and are incorporated into this Lease by reference.
- E. To explain PHA rules and regulations to all Family Members, Household Members and guests and to be responsible for preventing violations of any of these rules.
- F. To maintain the Property and appliance(s) located at the Property for Tenant's exclusive use in a decent, safe, clean and sanitary condition; to cooperate with PHA in maintaining any yard that is part

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of the Property in a neat and orderly manner, including the upkeep of grass for fenced in yards; to pick up and remove trash; and to dispose of garbage, rubbish and other waste in a sanitary and safe manner.

- G. To remove ice and snow from the area immediately in front of the Property. In scattered site units, this will be the responsibility of all persons residing in the building and includes responsibility for the sidewalk. If Tenant is unable to perform the above tasks due to age or disability, such Tenant shall be exempt from this provision.
- H. Not to do any of the following and not to allow any Household Member or guest to do any of the following:
1. To carry a deadly weapon intentionally and unlawfully on or about his or her person;
 2. To display a deadly weapon in connection with a verbal or non-verbal threat of bodily harm without legal justification;
 3. To shoot, fire, explode, throw or otherwise discharge a deadly weapon;
 4. To inflict any injury upon another person through the intentional use of a deadly weapon without legal justification;
 5. To inflict any injury upon another person through reckless, careless or negligent use of a deadly weapon;
 6. To damage any property through the reckless, careless or negligent use of a deadly weapon; or
 7. To maintain a gun on the Property that has not been registered and licensed and a copy of the registration delivered to the Management Office.
- I. Not to engage in or commit, and prevent any Family Member, Household Member or guest from engaging in or committing: (1) any activity that threatens the health, safety or right to peaceful enjoyment of PHA's property by other residents or employees of PHA; (2) any drug related criminal activity; (3) any violations of criminal laws relating to firearms; (4) any crime involving actual or potential physical harm to a person; (5) knowingly allowing any fugitives from the law (or probation/parole violators) to enter or remain on the Property; and (6) any crime involving damage to, or destruction of, PHA property including arson, burglary, and vandalism. Any criminal activity by any Tenant, Family Member, Household Member or guest in violation of the preceding sentence shall be cause for immediate termination of this Lease and for eviction from the Property.
- J. To behave and cause Family Members, Household Members and guests to act in such a manner which will not disturb the peaceful enjoyment of PHA accommodations or community facilities by others; to refrain from threatening to harm or harming PHA staff; to refrain from illegal or other activity which would impair the physical or social environment of the community; and to act in such a way as to positively contribute to maintaining the community where the Property is located in a decent, safe and sanitary condition.
- K. To use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities, including elevators, in a safe and reasonable manner.

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- L. To refrain from and cause all Family Members, Household Members and guests to refrain from destroying, defacing, damaging or removing any part of the Property, community buildings, facilities or common areas.
- M. To obtain prior consent from PHA to make repairs, alterations, or install equipment. PHA's consent will not be unreasonably withheld.
- N. To notify PHA within ten (10) calendar days of the start of an extended absence when all Family Members and Household Members will be absent from the unit for more than thirty (30) calendar days and to make arrangements for the care of the Property during any such absence.
- O. To notify PHA immediately of the need for repairs to the Property and of any unsafe conditions on the Property or grounds related to the Property which might lead to injury or damage and to cooperate to enable repairs.
- P. To comply with the PHA Pet Policy, as set forth in the ACOP, including the requirements that prior to obtaining any pet, Tenant needs to complete the PHA pet application/registration form, obtain written approval from PHA, pay all required fees relating to pets housed at any PHA property and enter into any pet agreement required by PHA. The Pet Policy governs the conditions under which a Tenant or any Family Member or Household Member may have a pet.
- Q. Not to purposely disengage any smoke or carbon monoxide detector(s) at the Property.
- R. Not to keep or maintain any inoperable vehicle, or a vehicle without a license plate or inspection sticker, in any PHA parking lots. PHA may regulate the manner, time and place of all parking relating to the Property or otherwise owned by PHA and may remove illegally parked vehicles in accordance with state and local statutes.
- S. Not to wash or repair cars or trucks upon any PHA property.
- T. Not to change or add any locks on PHA property without permission from PHA. Further, if Tenant adds additional locks at the Property, Tenant shall provide PHA with a duplicate copy of the key to each such lock.
- U. Not to engage in an abuse, or pattern of abuse, of drugs or alcohol that affects other residents' health, safety, or right to peaceful enjoyment of PHA property or the immediate area surrounding the Property.
- V. Not to be absent from the Premises more than 183 total days per calendar year, except for good cause.
- W. Tenant and each adult Family Member and Household Member must engage in work activities or perform community service for at least eight (8) hours each month. Tenant and each adult Family Member and Household Member required to complete the Service Requirements shall provide all information requested by PHA to verify compliance. The Service Requirements, including exemptions, are described in the ACOP.
- X. To abide by the terms of the Smoke-Free policy in effect at PHA, of which appropriate notice will be provided by PHA.

10. PHA OBLIGATIONS

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PHA shall:

- A. Maintain the Property, including the building facilities, common areas and grounds, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, safe and sanitary condition.
- B. Furnish running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of year as required by law.
- C. Furnish electricity and/or gas in accordance with the schedule of current "Utility Allowance/Tenant Purchased Utilities", if utilities are not supplied by a direct utility connection that is within the exclusive control of the Tenant.
- D. Make needed repairs promptly by responding in the following manner:
 - 1. Provide inspection of the unit by PHA or qualified maintenance staff.
 - 2. Adequately complete any repairs needed to make safe any hazardous or emergency conditions related to the repair request.
 - 3. Complete emergency repairs within 24 hours.
 - 4. Complete and process all necessary work orders required to initiate the correction of a condition. PHA shall complete all non-emergency repairs in an adequate, competent and professional manner, within an average of thirty (30) days from the notification date, unless PHA can demonstrate good cause.
- E. Comply with requirements of applicable building codes, housing codes and HUD regulations affecting health and safety.
- F. Maintain in good and safe working condition electrical, plumbing, sanitary, heating, ventilating, appliances, elevators and other facilities that are supplied or required to be supplied by PHA.
- G. Provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual Tenant) for the deposit of garbage, rubbish and other waste removed from the Property by the Tenant.
- H. In the event that the Tenant can document a financial hardship as set forth in the ACOP, PHA shall offer Tenant a financial hardship exemption.
- I. Move-in Inspection: With Tenant, inspect the Property prior to occupancy by the Tenant. The inspection form shall be signed by PHA and Tenant and a copy of the form shall be given to Tenant and retained by PHA in its file regarding the Tenant. Any deficiencies noted on the inspection form will be corrected by PHA at no charge to the Tenant before or shortly after the Tenant moves in depending on the severity of the deficiency.
- J. Move-out Inspection: With Tenant, inspect the Property at the time Tenant vacates the Property and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible, within thirty (30) days of termination of this Lease or Tenant's move out from the Property, whichever comes first. Tenant may disagree in writing with PHA's determination regarding the condition of the Property.

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- K. Post in the Management Office copies of all rules, regulations, schedules of charges, and other documents which are part of this Lease (by attachment or by reference), and PHA's grievance procedures and make these available to Tenant.
- L. Enforce the terms of this Lease fairly, impartially and in good faith.
- M. Notify Tenant of the specific grounds for any proposed adverse action. Adverse action will not be carried out until any grievance process requested by Tenant has been completed in accordance with the then applicable grievance procedures.
- N. Provide a reasonable accommodation of a verified disability of Tenant and any Household Member to the extent required by law.
- O. Notify Tenant of the presence of known lead-based paint and lead-based paint hazards and do what is required by law to address the hazard.

11. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY

- A. When conditions are created on the Property which create a hazard to the life, health and/or safety of its residents, Tenant shall immediately notify PHA of the condition. PHA shall be responsible for repair of the Property as stated in paragraph 10D. When conditions at the Property are hazardous to life, health, or safety, PHA will complete or abate the situation within 24 hours. If the damage was caused by Tenant, Family Members, Household Members or guests, the reasonable cost of repair shall be charged to Tenant. PHA may also take lease enforcement action against the Tenant if Tenant caused the damage and/or if the Tenant fails to pay the reasonable cost of repair of the damage.
- B. If PHA can neither repair the defect within a reasonable time frame nor offer alternative housing, Rent shall be reduced in proportion to the seriousness of the damage and loss in value of the unit as a dwelling. Rent shall not be reduced if the damage was caused by a Family Member, Household Member or guest, or if the tenant rejects reasonable alternative accommodations offered by PHA. In the event that Tenant is required to move to an alternative unit, Tenant will be required to accept the first available unit offered, unless Tenant can demonstrate verifiable good cause for rejecting the unit in accordance with the ACOP.

12. ENTRY ONTO THE PROPERTY BY PHA DURING LEASE TERM

- A. PHA shall have the right to enter the Property at all reasonable times to make routine inspections and maintenance, to make improvements or repairs, for pest control purposes, or to determine if Tenant continues to occupy the Property when reasonable doubt exists, provided prior notice is sent to Tenant and Tenant has not requested that PHA reschedule the date of entry. Whenever possible, PHA shall give at least two (2) days written notice to Tenant stating the date of proposed entry. Entry for repairs requested by the Tenant will presume permission for PHA to enter the unit. PHA may enter the Property at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult Household Member is present at the time of an emergency entry, PHA shall leave a written statement giving the date, time and purpose of such entry.

13. DEFAULT

- A. Either party shall be in default under this Lease if there are serious or repeated violations of the Lease or for other good cause.

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14. [RESERVED]

15. NOTICES

- A. Any notice required by this Lease shall be in writing, personally delivered or mailed pre-paid first class mail, properly addressed to:

PHA:

{{PHA MI MgtAddr1}} {{PHA MI MgtAddr3}} {{PHA MI MgtAddr2}} {{PHA MI MgtAddr4}}
{{PHA MI Mgt City}}, {{PHA MI Mgt State}} {{PHA MI Mgt Zip}}

Tenant-

{{PHA MI UntAddr1}} {{PHA MI UntAddr3}} {{PHA MI UntAddr2}} {{PHA MI UntAddr4}}
{{PHA MI Unt City}}, {{PHA MI Unt State}} {{PHA MI Unt Zip}}

16. TERMINATION OF LEASE AND RETURN OF THE PROPERTY TO PHA

- A. Tenant may terminate this Lease by giving thirty (30) days prior written notice to PHA. If Tenant fails to give such required notice, PHA may charge Tenant thirty (30) days Rent from the date PHA discovers the Property is vacant. Tenant shall leave the Property in the same condition as the Property was in when the Tenant took possession, reasonable wear and tear excepted.
- B. PHA may terminate or refuse to renew this Lease for good cause or for serious or repeated violations of any provision or condition of this Lease by Tenant and/or Household Members and/or guests, including without limitation, failure to transfer to a new rental unit when a mandatory transfer is required. PHA's failure to terminate this Lease for a violation does not waive PHA's right to terminate this Lease upon Tenant's or any Family Members, Household Member's and/or guest's subsequent violation of this Lease.
- C. PHA may terminate the Lease for any criminal activities by Tenant, any Family Member, Household Member or any guest in violation of Sections 9H and 9I of this Lease.
- D. PHA may terminate the Lease if more than three (3) landlord-tenant complaints are filed for one (1) or more Lease violations during any twelve (12) month period where at least three (3) of the cases result in a judgment against the Tenant.
- E. PHA may terminate this Lease upon: (i) Tenant's failure to sign and submit a consent form reasonably requested by PHA; (ii) Tenant's failure to submit required documentation concerning any Tenant and/or Household Member's citizenship or immigration status; (iii) Tenant's failure to provide social security documentation for any Tenant and/or Household Member; (iv) Tenant's failure to accept any Lease revision required by PHA; (v) PHA's determination that any Tenant and/or Family Member or Household Member has ever been convicted of the manufacture or production of methamphetamine on the premises of Federally-assisted housing; (vi) Tenant's noncompliance with the Service Requirements; (vii) PHA's determination that any Tenant and/or Household Member has fled 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 violates a condition of probation or parole imposed under federal or state law; or (viii) PHA's receipt of verified information that the Tenant or any Household Member is subject to a lifetime sex offender registration requirement.

INITIAL_____

- F. PHA may terminate this Lease if the Tenant and/or any Household Member has breached the terms of any repayment agreement entered into with PHA.
- G. PHA may terminate this lease if the Tenant or any Household Member fails to transfer, or to agree to Transfer, to another rental unit provided by PHA without good cause.
- H. PHA may terminate this Lease if damage to the Property is determined to be caused by Tenant, beyond ordinary wear and tear and without good cause,
- I. PHA may terminate this Lease if Tenant fails to allow PHA or its contractor entry into the Property for any of the reasons indicated in 12A.

J. NOTICE

1. PHA shall provide written notice of Lease termination to Tenant including the specific grounds for termination and shall inform Tenant of Tenant’s right to reply, to examine PHA’s documents directly relevant to the termination, and to request a grievance hearing in accordance with the then current PHA grievance procedures, if the reason for termination is eligible for a grievance. Unless changed by PHA, proper notice shall be as follows:
 - a. PHA will give 30 days’ written notice for nonpayment of rent.
 - b. PHA will give 30 days’ written notice for all other violations of the Lease.
 - c. PHA may give less than 30-days’ notice if: (i) the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the Property is threatened; (ii) any Tenant, Family Member or Household Member has engaged in any drug-related criminal activity or violent criminal activity; (iii) any Tenant, Family Member or Household Member has been convicted of a felony.
2. PHA shall provide written notice of determination of a Tenant’s noncompliance with the Community Service Requirements. If the Tenant does not request a grievance hearing, or does not take corrective action required by the notice within the requested timeframe, a termination notice will be issued in accordance with the ACOP. If Tenant agrees to cure initial noncompliance by signing an agreement, and remains in noncompliance with such agreement after six (6) months after the date of such agreement, Tenant will be issued a Notice of Continued Noncompliance, as well as a Notice of Termination of Tenancy.
3. In cases where termination of tenancy is based on citizenship status, PHA will also advise in the notice any of the following that apply: (i) the Tenant’s eligibility for proration of assistance; (ii) the criteria and procedures for obtaining relief under the provisions for preservation of families; (iii) the Tenant’s right to request and appeal to the United States Citizenship and Immigration Services (USCIS) of the results of the secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal; and (iv) the Tenant’s right to request an informal hearing with PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
4. Proper notice shall be made by: (i) regular mail; (ii) certified mail, return receipt requested; or (iii) personal delivery to Tenant, Family Member or Household Member (18 years or older). Tenant is obligated to pay Rent even if Tenant has been served with a Lease termination notice.

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- K. If Tenant files a grievance, and the activity for which the grievance was filed is eligible for a grievance hearing, eviction proceedings will not begin until a decision is made concerning the grievance.
- L. Tenant shall be liable for all court costs and other fees actually expended by Tenant and PHA in a legal action for enforcement of this Lease unless the Tenant prevails in court. In the event Tenant does not prevail in court, but remains as a Tenant because the situation giving rise to the legal action is corrected, Tenant shall still be liable for all court costs and other fees actually expended by Tenant and PHA in the legal action.
- M. PHA may terminate or refuse to renew this Lease upon discovery of criminal convictions by a Tenant, Family Member or Household Member which, if known at the time of admission, would have made the Tenant or Household Member ineligible for admission into the housing program applicable to the unit.
- N. PHA may terminate or refuse to renew the Lease upon discovery of material, false statements or fraud by the Tenant, Family Member, or Household Member in connection with an application for assistance or with re-examination of income.

17. DOMESTIC, DATING AND RELATED VIOLENCE

- A. An incident of domestic violence, dating violence, stalking or sexual assault or criminal activity directly relating to domestic violence, dating violence, stalking, or sexual assault, in which the Tenant, Family Member, Household Member or affiliated person (as defined in the ACOP) was the victim, is not a violation of the Lease by the victim.
 - 1. If Tenant, Family Member or a Household Member notifies PHA that an incident for which PHA has begun eviction proceedings was the result of domestic violence, dating violence, stalking, or sexual assault, or if PHA has reasonable cause to believe that the incident was a result of or involved domestic violence, dating violence, stalking or sexual assault against the Tenant, a Family Member, a Household Member or affiliated person, and the Tenant's or the Family Member or the Household Member's continued tenancy does not pose an actual and imminent threat to other residents or employees of PHA or to PHA, PHA will request that the Tenant or Family Member or Household Member provide PHA with evidence that the incident was the result of or involved domestic violence, dating violence, stalking or sexual assault within fourteen (14) business days of receipt of the written request. Such evidence must comply with the forms of acceptable documentation and certification for verifying domestic violence, dating violence, stalking or sexual assault described in the ACOP.
 - 2. If acceptable documentation is not received within fourteen (14) business days of receipt of the written request, then PHA may proceed with the termination of this Lease and eviction. If the evidence and certification are sufficient to substantiate the Tenant's or Family Member's or Household Member's claim of domestic violence, dating violence, stalking or sexual assault, PHA shall withdraw the termination and eviction except as to the perpetrator(s) of the domestic violence, dating violence, stalking or sexual assault.
 - 3. Notwithstanding the foregoing, PHA may bifurcate this Lease in order to evict, remove, or terminate assistance to the Tenant or any Family Member or Household Member who has engaged in criminal acts of physical violence against Family Members or Household Members or others, without evicting the victim of such violence who is either the Tenant, Family Member or Household Member. PHA will honor court orders and give access to the Property as needed, including civil protection orders issued to protect the victim and issued to

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address the distribution or possession of property among the Household Members in cases where a family breaks up.

4. Notwithstanding the foregoing, if PHA can demonstrate an actual and imminent threat to other tenants, or those employed at or providing service to the Property, PHA will proceed with the immediate termination of the Lease consistent with required legal process.

18. GRIEVANCE HEARINGS

- A. Tenant is entitled to a grievance hearing, in accordance with the PHA grievance procedure, to resolve any disputes concerning the obligations of Tenant or PHA under the terms of this Lease or any action or inaction by PHA. A copy of the grievance procedure is available at the Management Office.
- B. All grievance hearings shall be conducted by an impartial person appointed by PHA after consultation with tenant council, in the manner described in the grievance procedure.

19. ENTIRE AGREEMENT

- A. This Lease, including all riders and policies, rules and schedules incorporated herein, constitute the entire agreement between PHA and Tenant. Any amendment, change or addition shall be made only in writing and signed by both parties except for Redetermination of Eligibility, Rent or Dwelling Size as such terms are used in this Lease and/or in the ACOP.
- B. This Lease, including all riders and policies, rules and schedules incorporated herein, may be modified provided that PHA gives prior written notice to tenant of at least thirty (30) days of any such modification. The notice shall include the proposed changes, including an explanation of the modification and giving Tenant the opportunity to comment for PHA's consideration. If a modification to the Lease is implemented, Tenant will be notified at least sixty (60) days in advance of the effective date of the implementation of the modified Lease. The Tenant shall have thirty (30) days to accept the revised Lease. If the Tenant does not accept the offer of the revised Lease within that thirty (30) day timeframe, the Lease will be terminated for other good cause in accordance with the Lease. A copy of the proposed modification shall be personally delivered or mailed to each tenant or posted in at least three (3) conspicuous places within each building in which the affected Property is located. A copy will also be posted in a conspicuous place at the Management Office or similar central business location within the development or community where the Property is located.

20. INVALIDITY OF PROVISION

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

By the signature(s) below I/we acknowledge that all of the terms and conditions of this Lease have been received and thoroughly explained to me/us.

PHILADELPHIA HOUSING AUTHORITY (PHA)

BY: _____

Title: _____

Date: _____

TENANT – HEAD OF HOUSEHOLD

INITIAL _____

Signature: _____

Printed Name: _____

Date: _____

TENANT - CO-HEAD OF HOUSEHOLD

Signature: _____

Printed Name: _____

Date: _____

TENANT – OTHER ADULT HOUSEHOLD MEMBER

Signature: _____

Printed Name: _____

Date: _____

TENANT – OTHER ADULT HOUSEHOLD MEMBER

Signature: _____

Printed Name: _____

Date: _____

TENANT – OTHER ADULT HOUSEHOLD MEMBER

Signature: _____

Printed Name: _____

Date: _____

TENANT – OTHER ADULT HOUSEHOLD MEMBER

Signature: _____

Printed Name: _____

Date: _____

LIVE-IN AIDE

Signature: _____

Printed Name: _____

Date: _____

ADULT FOSTER CHILD

INITIAL _____

Signature: _____

Printed Name: _____

Date: _____

ADULT FOSTER CHILD

Signature: _____

Printed Name: _____

Date: _____

DRAFT

INITIAL _____

**Summary of Proposed Changes to PHA's Lease Agreement
12-11-15**

No	Section	Change	Existing Lease Language	Revised Lease Language
Section 1: Property Leased				
1.	Heading	New heading	Heading is titled: "Premises"	Heading will be titled: "Property Leased"
2.	Section 1. A.	Additional appliances may be included	"PHA shall provide a stove on the Premises at no cost to Tenant."	"If indicated by and (x) the property includes a stove at no cost to tenant, a refrigerator at no cost to Tenant, and a washer/dryer at no cost to Tenant."
3.	Section 1. B.	Add the term "Family Members"	"The Premises are for the exclusive use and occupancy by Tenant and Household Members listed below."	"The Property is for the exclusive use and occupancy by the Tenant, Family members, and Household Members listed below."
4.	Section 1. C.	Add language about unauthorized occupants	"No other Tenants and/or Household Members are permitted, unless added to the Lease with the approval of Management and in accordance with the Occupancy Policy. This requirement does not apply to additions by reason of natural birth, adoptions or court-awarded custody, but Tenant shall inform Management within 30 days of such additions."	"No person other than the listed Tenant, Family Members, and Household Members are permitted to reside at the Property, unless added to this Lease with the approval of PHA and in accordance with the Admissions and Continued Occupancy Policy in effect at the time of addition to the Lease. a. This requirement does not apply to additions by reason of natural birth, adoptions or court-awarded custody. Tenant shall inform PHA of such additions within 30 days following any such change. b. Non-Tenants who use the address of a particular PHA unit to receive benefits (or any other purposes) will be considered unauthorized occupants of that unit. Guests who remain in the unit beyond the time limit described in section 9 (C) of this Lease will be considered unauthorized occupants."
5.	Section 1. D.	Clarifying who can remain in the property following the departure of the Head of Household	"Household Members may include foster children and live-in care, if approved by management."	"Family Members (as defined in the ACOP) may, with approval of PHA, have a right to remain in the property following the death or departure of the Head of Household. Live-In Aids, Foster Adults, and Foster Children do not have a right to remain in the property following the death or departure of the Head of Household. a. Any Live-In Aid, Foster Adult or Foster Child attempting to remain in the Property after the head of household or co-Head vacates the unit, is evicted or becomes deceased will be considered a squatter and may be evicted through a squatter eviction in accordance with the law."
6.	Section 1. E.	Condensing sentence	"With the prior written consent of Management, and subject to the terms in this section, Tenant may engage in legal profit making activities. Management's consent to any legal profit-making activities conducted by Tenant on the Premises will be given only if Management determines that such activities are incidental to primary use of the Premises as a private residence and will not generate extra noise, traffic, trash, odors or use of utilities and appliances or violate any zoning or other applicable law."	"With the prior written consent of PHA, and subject to the terms in this section, Tenant and any or all Household Members may engage in legal profit-making activities at the Property provided that the activity will not generate extra noise, traffic, trash, odors or use of utilities and appliances, or violate any zoning or other applicable law."
7.	Section 1. F.	Electronic Monitoring	"Management consent or approval shall not be withheld unreasonably, with respect to sections 1(C), 1(D), and 1 (E)."	"Existing tenants may, under certain conditions and with the pre-approval of management, be permitted to enter into the electronic monitoring program as administered by Adult Probation and Parole and the Pre-Trial Services division of the First Judicial District of Pennsylvania. Individuals who were not specifically named as a tenant in a Lease Agreement with PHA prior to their arrest for the crime that

No	Section	Change	Existing Lease Language	Revised Lease Language
				relates to the request for electronic monitoring will not be added to a PHA Lease Agreement in order to participate in the electronic monitoring program. Tenants may not participate in the electronic monitoring program for any case that includes charges for: crimes of violence, weapons offenses, sex-related offenses, arson, burglary, destruction of property, or drug crimes. Participation in the electronic monitoring program does not change or abridge any right of PHA to evict a Tenant for the crime for which the electronic monitoring is a consequence."
8.	Section 1. G.	Pet Policy language moved from 9 (O) to 1(G)	"To comply with the PHA Pet Policy. The Pet Policy governs the conditions under which a Tenant may have a pet."	"Pets are allowed, subject to a fee, and meeting all requirements of the Pet Policy."
9.	Section 1. H.	ACOP reference	N/A	"The terms and conditions of the ACOP are incorporated by reference into this Lease and made a part of this Lease. A copy of the ACOP is available in the Management Office (defined in 3(A) below)."
Section 2 – Lease Term				
10.	2. Lease term	Identify the term of the Lease	"The commencement date shall be the date on which the Lease is signed. The term of the Lease shall begin on the ___ day of the ___ and shall terminate at midnight on the ___ day of ___..."	"The commencement date of this Lease shall be the date on which the Lease is signed. The term of this Lease shall be for two (2) years. The term of this Lease shall end at midnight on the {{PHA MI Term Date Day}} day of {{PHA MI Term Date Month}}, {{PHA MI Term Date Year}}. Upon this termination date, this Lease shall automatically renew for a successive term of two (2) years (three (3) years if triennial recertification is applicable) unless the Tenant and all applicable Family Members and Household Members do not fulfill the Community Service and Economic Self-Sufficiency Requirements set forth in the Rider attached to and made a part of this Lease (the "Service Requirements") or this Lease is terminated sooner by Tenant or by PHA due to a default by Tenant and/or any Family Member or Household Member."
Section 3 - Rent				
11.	Section 3. A.	Revised sentence	"Management may, for good cause, extend in writing the due date for a Rent payment. Management approvals shall not be withheld unreasonably."	"Tenant may request an extension for payment and PHA may, for good cause, extend in writing the due date for a Rent payment for the month requested. Management approvals of such request shall not be withheld unreasonably."
12.	Section 3. B.	Clarify how much Rent must be paid to avoid a late fee.	N/A	"If the tenant makes a partial rent payment before the 15th day of the month AND the tenant does not have any other outstanding balances, the Late Fee will not be applied."
Section 4 – Security Deposit				
13.	Section 4. A.	Revised sentence	"To secure the performance of all material terms of this Lease, Tenant agrees to pay a security deposit ("Deposit") in the amount of one month's rent or \$99 or whichever is less. (Tenants who have paid a deposit under any other version of a PHA dwelling lease have met this obligation). The Deposit may be applied to offset any unpaid Rent or damages to the Premises that Management suffered because of Tenant's Default."	"To secure Tenant's performance of Tenant's obligations under this Lease, Tenant shall pay a security deposit ("Deposit") in the amount of: one month's rent, or \$99.00, whichever is less."
14.	Section 4. B.	Revised sentence	"The Deposit may not be used to cover unpaid Rent or other charges while the Tenant is still in occupancy."	"The Deposit may not be used to cover unpaid Rent or other charges prior to termination of the Lease, but may be applied upon termination of the Lease to offset any unpaid Rent or damage to the Property."

No	Section	Change	Existing Lease Language	Revised Lease Language
15.	Section 4. C.	Revised sentence	<p>"At the termination of this Lease, Management shall return the Deposit in accordance with Pennsylvania law. In addition, Tenant shall return to Management all keys before moving from the Dwelling Unit. In addition to the statement of charges, as described in Section 10(I) hereof, the following will be provided within thirty (30) days of the termination of the lease or Tenant's move out of the Premises, whichever occurs first: (1) a written statement indicating the original amount of the Deposit, and (2) a check for the balance of the Deposit, if any, after deducting any charges for repairs, unpaid rent and other charges due under the lease. If Tenant disagrees with any deductions made, Tenant may pursue a grievance under the PHA Grievance Procedure, to the extent permitted by law. If Tenant leaves the Dwelling without giving Management a forwarding address, the security deposit will be forfeited after 12 months following the date of the move out, and Management may keep the Deposit until such time, if any, that it receives such forwarding address."</p>	<p>"At the termination of the Lease, Tenant shall return to PHA all keys before moving from the Property, and PHA shall return the unused balance of the Deposit in accordance with Pennsylvania law."</p>
Section 5 - Utilities				
16.	Section 5. A.	Utilities can be in the name of either the HoH or the Co-HoH.	<p>"Management shall supply those utilities as indicated by an [x]: {{PHA MI UtilElec}} electricity, {{PHA MI UtilGas}} gas, {{PHA MI UtilWater}} water, {{PHA MI UtilHeat}} heat. Tenant will pay for all other utilities, related deposits and charges on Tenant's utility bills. All tenants of PHA Scattered Sites, and other Tenants to whom Management has not agreed to supply utilities, must pay their own utility bills, related deposits and charges as determined by the utility company. Utilities not supplied by Management shall be in the name of the head of household only. Failure to maintain utilities in the leaseholder's name will be considered a material breach of the lease."</p>	<p>"PHA shall supply those utilities as indicated by an [x]: {{PHA MI Util Elec}} electricity, {{PHA MI UtilGas}} gas, {{PHA MI UtilWater}} water, {{PHA MI UtilHeat}} heat. Tenant will pay for all other utilities, related deposits and charges on Tenant's utility bills. All utilities must be turned on for the duration of the Tenant's Lease Agreement with PHA. Utilities not supplied by PHA must be in the name of the Head of Household or Co-Head of Household only. Failure to maintain active utility service, for all utilities, in the name of the Head of Household or Co-Head of Household will be considered a breach of this Lease."</p>
17.	Section 5. B.	Revised excess utility usage	<p>"Tenant agrees to pay excess utilities as assessed by Management in accordance with the schedule of current "Utility Allowances/Tenant Purchased Utilities" on or before the first (1st) day of the second calendar month following the month in which the excess charges are incurred. A schedule of current "Utility Allowances/Tenant Purchased Utilities" shall be posted in the on-site Management Office and available for review upon request. Such schedule is incorporated herein by reference. The schedule of "Utility Allowances/Tenant Purchased Utilities" lists the costs for normal use of gas, electricity and water and is adopted by Management after notice and comment. Management shall use the same rate the utility company uses to compute excess utility</p>	<p>"If the unit is individually metered, Tenant agrees to pay excess utilities as assessed by PHA in accordance with the schedule of current "Utility Allowances/Tenant Purchased Utilities" on or before the first (1st) day of the second calendar month following the month in which the excess charges are incurred. A schedule of current "Utility Allowances/Tenant Purchased Utilities" shall be posted in the Management Office and available for review upon request. Such schedule is incorporated herein by reference."</p>

No	Section	Change	Existing Lease Language	Revised Lease Language
			charges.”	
Section 6 – Maintenance and Repairs				
18.	Section 6. A.	Revised language for maintenance charges	“Tenant must request maintenance repairs by telephone or in person at the Management Office. During non- business hours, emergency repairs may be requested by telephoning PHA security.”	“Any request by Tenant for maintenance repairs shall be made by telephone to the telephone number that appears on the Maintenance Fee Schedule and that is available in the Management Office. During non- business hours, emergency repairs may be requested by telephoning PHA security.”
19.	Section 6. B.	Indicate when maintenance and damages are due	“Tenant agrees to pay excess utilities as assessed by Management in accordance with the schedule of current "Utility Allowances/Tenant Purchased Utilities" on or before the first (1st) day of the second calendar month following the month in which the excess charges are incurred. A schedule of current "Utility Allowances/Tenant Purchased Utilities" shall be posted in the on-site Management Office and available for review upon request. Such schedule is incorporated herein by reference. The schedule of "Utility Allowances/Tenant Purchased Utilities" lists the costs for normal use of gas, electricity and water and is adopted by Management after notice and comment. Management shall use the same rate the utility company uses to compute excess utility charges.”	“Tenant shall pay the reasonable charges for repair or damage to the Property that is beyond normal wear and tear, or which is negligently or intentionally caused by Tenant, Family Members, Household Members, or guests. Repair charges shall be set forth on a schedule posted in the Management Office, which is subject to change by PHA from time to time. A copy of such schedule in effect as of the date of this Lease has been made available to Tenant. Maintenance and damage repair charges will not be due and collectible until two (2) weeks after PHA gives written notice of the charges. The maintenance and damage charges will be printed on the monthly rent statements until paid. Such charges must be paid no later than 45 days from the date on which PHA gives notice of the charges. Failure to pay such charges on or prior to the due date shall be grounds for termination of this Lease. Tenant may be given the option of entering into a reasonable payment agreement for maintenance and damage repair charges.”
Section 7 – Redetermination of Eligibility, Rent or Dwelling Size				
20.	Section 7. A. – D.	Change formatting of the section.	Original text is too large to reproduce in this chart. See original Lease.	Original text is too large to reproduce in this chart. See revised Lease.
21.	Section 7. A.	Recertification schedule for elderly and disabled households	N/A	“Elderly and disabled households on fixed income will recertify once every three years.”
22.	Section 7. A.	Clarify when increases and decreases of rent will be applied	“Tenant will receive at least thirty (30) days advance written Notice of Rent Adjustment. If less than 30 days remain before the scheduled effective date, the increase will take effect on the first day of the month following the end of the 30-day notice period. If the family causes a delay in processing the Recertification without good cause, <i>adjustments</i> in the family share of the rent will be applied retroactively, to the scheduled effective date of the Recertification. The family will be responsible for any underpaid rent and may be offered a repayment agreement at the discretion of PHA.”	“Decreases in Tenant Rent will go into effect on the first day of the month following the determination that the rent is to decrease. Tenant will receive at least thirty (30) days advance written notice of a rent increase. If less than thirty (30) days remain before the scheduled effective date, the increase will start on the first day of the month following the end of the thirty (30) day notice period. If the family causes a delay in processing the recertification without good cause, increases in the family share of the rent will be applied, as set forth above, retroactively to the scheduled effective date of the recertification. The family will be responsible for any underpaid rent and may be offered a repayment agreement at the discretion of PHA. If the family causes a delay in processing the recertification without good cause, decreases in the family share of the rent will be effective on the first day of the month following the month in which all family required documentation is provided.”
23.	Section 7. B.	Frequency of voluntary interim	Tenant may request only one interim rent redetermination per 6 month period for income decreases.	“Tenant may request no more than two (2) voluntary interim recertifications between regular recertifications, subject to reasonable accommodations. Elderly and disabled households are exempt from the limit on interim recertifications”

No	Section	Change	Existing Lease Language	Revised Lease Language
		recertifications		
Section 8 – Transfers				
24.	Section 8 A. – J.	Change formatting of the section	Original text is too large to reproduce in this chart. See original Lease.	Original text is too large to reproduce in this chart. See revised Lease.
25.	Section 8. I.	PHA will pay for reasonable costs related to all mandatory transfers	“Management will pay for reasonable costs related to all mandatory transfers, with the exception of Occupancy Standard transfers. Moving costs must be pre-approved by Management.”	“PHA will pay for reasonable costs related to all mandatory transfers.”
Section 9 – Tenant Obligations				
26.	Section 9 A. – X.	Violations of criminal laws relating to firearms that occur on or off the property are a violation - knowingly allowing fugitives to remain in the property is a violation - Tenants must refrain from harming or threatening to harm PHA staff	Original text is too large to reproduce in this chart. See original Lease.	Original text is too large to reproduce in this chart. See revised Lease.
27.	Section 9.X.	Smoke-free policy	N/A	“Tenant agrees... To abide by the terms of the Smoke-Free policy in effect at PHA, of which appropriate notice will be provided by PHA.”
Section 10 – PHA Obligations				
28.	Section 10 A. – O.	PHA will complete emergency repairs w/in 24 hours - Language relating to utilities provided by PHA - Financial hardship language included - Change language surrounding lead-based hazards	Original text is too large to reproduce in this chart. See original Lease.	Original text is too large to reproduce in this chart. See revised Lease.

No	Section	Change	Existing Lease Language	Revised Lease Language
29.	Section 10 D.	Time frame for completion of non-emergency repairs	"Management shall complete remaining repairs and all non-emergency repairs in an adequate, competent and professional manner, within thirty-five (35) days from the notification date, unless PHA can demonstrate good cause."	"PHA shall complete all non-emergency repairs in an adequate, competent and professional manner, within an average of thirty (30) days from the notification date, unless PHA can demonstrate good cause."
Section 11 – Defects Hazardous to Life, Health and Safety				
30.	Section 11. B.	Address rent abatements	"If repair cannot be made within a reasonable time, Management shall provide standard alternative accommodations, if available. In the event that Tenant is required to move to an alternative unit, Tenant will be required to accept the first available unit offered, unless Tenant can demonstrate verifiable good cause for rejecting the unit in accordance with the Occupancy Policy. Further, in the event Management fails to fulfill its responsibility to make repairs within a reasonable amount of time or provide alternative accommodations, the Tenant's Rent shall be reduced in proportion to the seriousness of the damage and loss in value of the Premises. Rent shall not be reduced if Tenant rejects reasonable alternative accommodations or if the damage is determined to be caused by Tenant, Household Members, and/or guests. If Tenant rejects reasonable alternative accommodations or if the damage is determined to be caused by Tenant, Household Members, and/or guests, Management may terminate this lease."	"If PHA can neither repair the defect within a reasonable time frame nor offer alternative housing, Rent shall be reduced in proportion to the seriousness of the damage and loss in value of the unit as a dwelling. Rent shall not be reduced if the damage was caused by a Family Member, Household Member or guest, or if the tenant rejects reasonable alternative accommodations offered by PHA. In the event that Tenant is required to move to an alternative unit, Tenant will be required to accept the first available unit offered, unless Tenant can demonstrate verifiable good cause for rejecting the unit in accordance with the ACOP."
Section 12 – Entry Onto Property by PHA During the Lease Term				
31.	Section 12. A.	Include sentence requiring notice for repairs	"Management shall have the right to enter the Premises at all reasonable times to make routine inspections and maintenance, to make improvements or repairs for pest control purposes, or to determine if Tenant still occupies the Premises when reasonable doubt exists. Whenever possible, Management shall give at least two (2) days written notice to Tenant stating the date of proposed entry. Entry for repairs requested by the Tenant will presume permission for Management to enter the unit, provided prior notice is sent to Tenant and Tenant has not requested that Management reschedule the date of entry. Management may enter the Premises at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult Household Member is present at the time of an emergency entry, Management shall leave a written statement giving the date, time and purpose of such entry."	"PHA shall have the right to enter the Property at all reasonable times to make routine inspections and maintenance, to make improvements or repairs, for pest control purposes, or to determine if Tenant continues to occupy the Property when reasonable doubt exists, provided prior notice is sent to Tenant and Tenant has not requested that PHA reschedule the date of entry. Whenever possible, PHA shall give at least two (2) days written notice to Tenant stating the date of proposed entry. Entry for repairs requested by the Tenant will presume permission for PHA to enter the unit. PHA may enter the Property at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult Household Member is present at the time of an emergency entry, PHA shall leave a written statement giving the date, time and purpose of such entry."
Section 13 – Default				
32.	Section 13. A.	Clarify when PHA or Tenant is in	Original text is too large to reproduce in this chart. See original Lease.	"Either party shall be in default under this Lease if there are serious or repeated violations of the Lease or for other good cause."

No	Section	Change	Existing Lease Language	Revised Lease Language
		default		
Section 16 – Termination of Lease and Return of the Property to PHA				
33.	Section 16. M.	New language about past crimes discovered after eviction	Not in current Lease.	“PHA may terminate or refuse to renew this Lease upon discovery of criminal convictions by a Tenant, Family Member or Household Member which, if known at the time of admission, would have made the Tenant or Household Member ineligible for admission into the housing program applicable to the unit.”
34.	Section 16. N.	Added language relating to fraud.	Not in current Lease.	“PHA may terminate or refuse to renew the Lease upon discovery of material, false statements or fraud by the Tenant, Family Member, or Household Member in connection with an application for assistance or with re-examination of income.”
Section 17 – Domestic, Dating and Related Violence				
35.	Section 17. A.	Added VAWA language	Not an individual section in the current Lease.	Original text is too large to reproduce in this chart. See revised Lease.
Section 18 – Grievance Hearings				
36.	Section 18 A. – B.	Limit language to grievance hearing process only	Original text is too large to reproduce in this chart. See original Lease.	<p>“Tenant is entitled to a grievance hearing, in accordance with the PHA grievance procedure, to resolve any disputes concerning the obligations of Tenant or PHA under the terms of this Lease or any action or inaction by PHA. A copy of the grievance procedure is available at the Management Office.</p> <p>All grievance hearings shall be conducted by an impartial person appointed by PHA after consultation with tenant council, in the manner described in the grievance procedure.”</p>



COMMUNITY SERVICE AND ECONOMIC SELF-SUFFICIENCY REQUIREMENTS - DWELLING LEASE RIDER

Date: _____
Client Number: _____
Client Name: _____
Unit Number: _____
Address: _____

THIS LEASE RIDER ("Rider") is entered into by and between The Philadelphia Housing Authority ("PHA") and _____ ("Tenant").

1. INCORPORATION OF DWELLING LEASE

The terms and conditions of the Dwelling Lease ("Lease") entered into by and between PHA and Tenant, dated _____, is incorporated herein by reference and made a part of this Dwelling Lease Rider as if set forth in this section at length.

2. DEFINITIONS

- A. "**Adult resident**" means any duly authorized family member or household member, as that term appears in the Lease at Section 1B, who is 18 years of age or older, including Tenant.
- B. "**Community**" means the City and County of Philadelphia, Pennsylvania; and/or conventional and scattered site properties owned or operated by PHA, its agent, partner, or other entity engaged in writing by PHA to perform PHA's management functions.
- C. "**Community service**" means the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.
- D. "**Economic self-sufficiency program**" means any program to encourage, assist, train, or facilitate the economic independence of a public housing family or resident or to provide work for such family or resident (including, but not limited to, programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, substance abuse or mental health treatment, and any program necessary to ready a participant for work or other work activities).
- E. "**Exempt individual**" means an adult resident who:
 - 1. Is 62 years or older;
 - 2. Is a blind or disabled individual, as defined by the Social Security Act at title 42, United States Code, §§ 416(i)(1) and 1382c (relating to old-age, survivors and disability insurance benefits and to supplemental income for aged, blind and disabled persons, respectively), and who certifies that because of this disability she or he cannot comply with the service requirement; or

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3. Is a primary caretaker of an exempt individual under Section E2 of this Rider;
4. Is engaged in work activities; or
5. Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (title 42, United States Code, § 601 *et seq.*, relating to block grants to States for temporary assistance to needy families) or under any other welfare program of the Commonwealth of Pennsylvania, including a State administered welfare-to-work program; or
6. Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (title 42, United States Code, § 601 *et seq.*, relating to block grants to States for temporary assistance to needy families) or under any other welfare program of the Commonwealth of Pennsylvania, including a State administered welfare-to-work program, and has not been found by the Commonwealth of Pennsylvania or other administering entity to be in noncompliance with such program.

F. "**Service requirement**" means the obligation of each adult resident, other than an exempt individual, to perform community services and/or participate in an economic self-sufficiency program.

G. "**Work activities**" means unsubsidized employment; subsidized private sector employment; subsidized public sector employment; work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available; on-the-job training; job search and job readiness assistance; community service programs; vocational educational training (not to exceed twelve (12) months with respect to any individual); job skills training directly related to employment; education directly related to employment, in the case of an individual who has not received a high school diploma or a certificate of high school equivalence; and the provision of child care services to an individual who is participating in a community service program.

3. COMMUNITY SERVICE AND ECONOMIC SELF SUFFICIENCY REQUIREMENTS

A. Subject to the terms and conditions of the Lease and This Rider, and in consideration of the rent and renewal of the Lease for a term of twelve months, PHA agrees to lease to Tenant the Premises more fully described in the Lease. This tenancy shall be subject to the community service and economic self-sufficiency requirements (service requirement) of the United States Housing Act of 1937, as amended by the Quality Housing and Work Responsibility Act of 1998 ("the Act"), which requires PHA and PHA adult residents, unless otherwise exempt, to comply with the service requirement.

B. Tenant agrees to the following:

1. Except for any family member who is an exempt individual, each adult resident must:
 - a. Contribute 8 hours per month of community service (not including political activities); or
 - b. Participate in an economic self-sufficiency program for 8 hours per month; or
 - c. Perform 8 hours per month of combined community service and participation in an self sufficiency program
2. The Lease shall renew automatically for a term of twelve months, subject to all terms and conditions contained therein and to any amendment, addendum, and/or modification, including this Rider, unless the family is found to have violated the service requirement of the Act. Violation of this requirement is a ground for non-renewal of the Lease at the end of the twelve-month lease term, but not for termination of this tenancy during the course of the twelve-month lease term.
3. If this Rider is offered to Tenant during the term of an existing lease, PHA may terminate the tenancy of Tenant if she or he does not accept the terms of this Rider after sixty (60) calendar days from the date written notice of this offer of revision was first given by PHA.
4. Tenant shall cooperate with PHA, its contractor, or its partner in the administration of the service requirement by providing current, accurate information regarding fulfillment of such requirement for each non-exempt adult resident in Tenant's household.
5. Tenant shall comply with the requirements of the Act, HUD regulations and PHA policy and procedure relating to the service requirement.

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C. PHA agrees to the following:

1. PHA shall administer the service requirement in accordance with the Act, HUD regulations and PHA's policies and procedures.
2. PHA shall give the family a written description of the service requirement, and of the process for claiming status as an exempt person and for PHA verification of such status.
3. PHA shall notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt individuals.
4. PHA shall review family compliance with service requirements, and verify such compliance annually at least thirty (30) days before the end of the twelve-month lease term.
5. If PHA determines that a family member who is required to fulfill a service requirement has violated this family obligation, then PHA shall notify Tenant, in writing, of this determination. This notice shall contain at least the following:
 - a. A brief description of noncompliance;
 - b. State PHA will not renew the lease at the end of the twelve-month lease term unless:
 - i. Tenant and any other non-compliant family member enter into a written agreement with PHA, in the form and manner required by PHA, to cure the noncompliance in accordance with the terms and conditions of the written agreement, which shall at least describe how the non-compliant family member will make up the hours of service during the next compliance period (in addition to his or her service requirement for that period); or
 - ii. Tenant provides PHA written assurance that the non-compliant family member no longer resides in the unit.
 - c. State that Tenant may request a grievance hearing on PHA's determinations of noncompliance, in accordance with PHA's existing policy and procedure for tenant grievances, and that Tenant may exercise any available judicial remedy to seek timely redress for PHA's non renewal of the lease because of its determination of noncompliance.
6. PHA may administer qualifying community service and/or economic self-sufficiency activities directly, or may make such activities available through a contractor, or through partnerships with qualified organizations, including resident organizations, and community agencies or institutions.
7. If a contractor or an organization other than PHA administers qualifying activities, PHA shall obtain verification of family compliance from such third party. Any agreement with a third party administrator shall require the third party to administer the qualifying activities in accordance with all applicable requirements of the Act, HUD regulations and PHA's policies and procedures.
8. PHA shall retain reasonable documentation of service requirement performance of exemption in Tenant's file.

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INTENDING TO BE legally bound hereby, PHA and Tenant sign this Rider effective the date that appears below in this Rider.

THE PHILADELPHIA HOUSING AUTHORITY

TENANT

By: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Date: _____

ADULT RESIDENT

Signature: _____
Printed Name: _____
Date: _____

ADULT RESIDENT

Signature: _____
Printed Name: _____
Date: _____