

Docket No. F-2019-3009953

July 6, 2020

To Whom It May Concern:

RECEIVED
JUL 06 2020
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

~~**RECEIVED**
JUL 07 2020
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU~~

I am filing this extension to show that my formal lease does not show gas as use on any of the appliance in the units. All of the units was services by electric. My formal address was 1208 Nate Ellis Drive, Chester Township, PA 19013, I lived here for four and a half years.

I lived at 153 Wayne Ave, Collingdale, PA for three months and the property was not service by gas. Both of these properties was over seen by Delaware County Housing Authority. The address for Delaware Housing Authority is located at 1855 Constitution Ave. Woodlyn, PA 19094.

Cynthia Young-Nelson 43 Lamport Road, Upper Darby PA 19082

DELAWARE COUNTY HOUSING AUTHORITY

RECEIVED

RESIDENTIAL DWELLING LEASE FOR

JUL 07 2020

SECTION 8 – PROJECT BASED

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

No. _____

THIS LEASE is made on the 19TH day of FEBRUARY 2014 by and between the:

- Fairgrounds Housing Partnership, L.P. [Managed by DCHA]**
- Upland Terrace Housing Partnership, L.P. [Managed by DCHA]**
- Fairgrounds Housing Partnership II, L.P. [Managed by DCHA]**
- Fairgrounds Housing Partnership III, L.P. [Managed by DCHA]**
- Fairgrounds Housing Partnership IV, L.P. [Managed by DCHA]**

(hereinafter referred to as "OWNER") and CYNTHIA YOUNG NELSON
(hereinafter referred to as "TENANT". OWNER is entering into this Lease in reliance upon the representation made to it by Tenant as to Tenant's household composition and the employment and income levels of Tenant and all of Tenant's household, and in consideration of the rentals herein reserved.

OWNER hereby leases to Tenant and Tenant hereby leases from OWNER, upon all terms and conditions set forth herein, for the sole use and occupancy of Tenant and members of Tenant's household named herein, the premises known and described as follows (hereinafter referred to as "Premises"):

D.U. No.: 1208NAT

Development: DELAWARE COUNTY FAIRGROUNDS

Address: 1208 NATE ELLIS DR

City: CHESTER TWP

Members of Tenant's Household having Right of Occupancy:

1. CYNTHIA YOUNG NELSON (HEAD)
2. TRINITY NELSON (FEMALE MINOR)
3. MARCUS PEARSON KELLY (MINOR FOSTER CHILD)
4. _____
5. _____
6. _____

TERMS AND CONDITIONS

1. **LENGTH OF TIME:** The initial term of this Agreement shall
 BEGIN on: 2/19/2014
 and END on: 2/18/2015

After the initial term ends, the Agreement will continue for successive terms of one year each unless automatically terminated as permitted by paragraph 23 of this Agreement.

2. **RENT.**
 The TENANT agrees to pay: \$ 32.86
 for the partial month ending on: _____
 After that, TENANT agrees to pay a rent
 of: \$ 92.00 per month.
 This amount is due on **the first** day of the month at the:
 Delaware County Housing Authority (DCHA)
 1847 Constitution Avenue
 Woodlyn, Pa 19094

- a. The total rent shall be \$ 1,317.00 per month.
- b. Of the total rent, \$ 1058.00 shall be payable by or at the direction of the Department of Housing and Urban Development (HUD) as housing assistance payments on behalf of the Lessee and \$ 92.00 shall be payable by the Lessee. These amounts shall be subject to change by reason of changes in the Lessee's family income, family composition or extent of exceptional medical or other unusual expenses, in accordance with HUD established schedules and criteria; or by reason of adjustment by HUD or the PHA, if appropriate, of any applicable Allowance for Utilities and other services. Any such change shall be effective as of the date stated in a notification to the Lessee.

CHANGES IN THE TENANT'S SHARE OF THE RENT:

The TENANT agrees that the amount of rent the TENANT pays and/or the

under the terms of this Lease is considered serious violations of the Lease.

- 2) It is understood and agreed by the Tenant that during the initial one (1) year term of this Lease, **a \$25.00 administrative fee shall be applied to Tenant's account if the rent is not paid by the close of the 5th day of the month.** This administrative processing fee is applicable to each month's rent separately, and is collectable by OWNER on the same basis as rent payments under the terms of this Lease. It is further understood and agreed by the Tenant that the foregoing administrative processing fees shall also apply to each term of this Lease subsequent to the initial one (1) year term.
- 3) The Tenant agrees and understands that a service charge of \$25.00 will be assessed in the event there is a bank refusal on any check for amounts due under this Lease. This charge is collectable by OWNER on the same basis as rent payments under the terms of this Lease.

5. **CONDITION OF DWELLING UNIT:**

By signing this Agreement, the TENANT agrees that the Unit is safe, clean and in good condition. The TENANT agrees that all appliances and equipment in the Unit are in good working order, except as described on the Unit Inspection Report that is Attachment No. 2 to this Agreement. The TENANT also agrees that THE OWNER has made no promises to decorate, alter, repair or improve the Unit, except as listed on the Unit Inspection Report.

6. **CHARGES FOR UTILITIES AND SERVICES:**

The following charts describe how the cost of utilities and services related to occupancy of the Unit will be paid. The TENANT agrees that these charts accurately describe the utilities and services paid by THE OWNER and those paid by the TENANT.

- A. The TENANT must pay for the utilities in Column (1).

Payments should be made directly to the appropriate utility company. No charge shall be imposed for the providing of the foregoing utilities. OWNER shall not be responsible for failure to furnish utilities by reason of any cause beyond its control. All utility service not expressly listed herein as being furnished by OWNER shall be furnished by and at the expense of the Tenant. Failure to pay these utilities will constitute a lease violation. Allowance for Tenant purchased utilities and charges for consumption of excess utilities will be determined in accordance with HUD regulations and requirements and a posted schedule of charges in OWNER's Management Office. OWNER Management office is located at:

1855 Constitution Avenue
 Woodlyn, Pennsylvania 19094

The items in column (2) are included in the TENANT's rent.

COLUMN (1)		COLUMN (2)
Put "X" By Any Utility TENANT Pays Directly:	Type Of Utility:	Put "X" By Any Utility Included In TENANT Rent:
<u>X</u>	Heat	
<u>X</u>	Lights, Electric	
<u>X</u>	Cooking	
<u>X</u>	Water	
	Other (Specify)	

- B. TENANT agrees to pay THE OWNER the amount shown in Column (3) on the date the rent is due.
 THE OWNER certifies that HUD has authorized management to collect the type of charges shown in Column (3).
 Amounts shown in Column (3) do not exceed the amounts authorized by HUD.

COLUMN (3)	
Show Dollar Amount TENANT Pays to Landlord In Addition to Rent:	
Other (Specify):	\$
	\$

7. **SECURITY DEPOSITS:**

The TENANT has deposited \$ 259.00 With THE OWNER.

THE OWNER will hold this security deposit for the period the TENANT occupies the Unit. After the TENANT has moved from the Unit, THE OWNER

KEYS AND LOCKS:

8.

The TENANT agrees not to install additional or different locks or gates on any doors or windows of the Unit. All lock changes must be done through the Owner's maintenance department. When this Agreement ends, the TENANT agrees to return all keys to the Unit to THE OWNER.

9. **MAINTENANCE:**

A. THE OWNER agrees to:

1. Regularly clean all common areas of the development, of which the Unit is a part.
2. Maintain the common areas and facilities in a safe condition;
3. Arrange for collection and removal of trash and garbage;
4. Maintain all equipment and appliances in safe and working order;
5. Make necessary repairs with reasonable promptness;
6. Maintain exterior lighting in good working order;
7. Provide extermination service, as necessary; and
8. Maintain grounds and shrubs.

B. TENANT agrees to keep the premises and such other areas as maybe assigned to TENANT, for TENANT's exclusive use in a clean and safe condition. Citations will be issued to TENANTS for violations of Section 9.b of this lease and in some cases, a fine will be charged. Violations of excessive litter will result in a fine. The Citation can be viewed as an attachment to the Admission and Continued Participation Policy. A maximum of four (4) Citations within six (6) months will be deemed reason for lease termination.

1. Keep the Unit clean;
2. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
3. Not litter the grounds or common areas of the development;

4. Not destroy, deface, damage or remove any part of the Unit, common areas, or grounds of the development;
5. Give THE OWNER prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the Unit or related facilities; and
6. Remove garbage and other waste from the Unit in a clean and safe manner.
7. Residents, members of resident's household and guests must refrain from removing, tampering with, and/or disabling any smoke detector(s) or life safety device located in the premises.

10. **DAMAGES**

Whenever damage is caused by carelessness, misuse, or neglect on the part of the TENANT, his/her family or visitors, the TENANT agrees to pay:

- A. The cost of all repairs and do so within 30 days after receipt of THE OWNER's demand for the repair charges; and
- B. Rent for the period the Unit is damaged whether or not the unit is habitable. The TENANT understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the TENANT agrees to pay the HUD-approved market rent rather than the TENANT rent shown in paragraph 2 of this Agreement.

11. **RESTRICTIONS ON ALTERATIONS:**

No alteration, addition, or improvements shall be made in or to the Premises without the prior consent of THE OWNER in writing. THE OWNER agrees to provide reasonable accommodation to an otherwise eligible TENANT's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a Unit or common areas. THE OWNER is not required to provide accommodations that constitute a fundamental alteration or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, THE OWNER will then allow the TENANT to make and pay for the modification in accordance with the Fair Housing Act.

12. **GENERAL RESTRICTIONS:**

- A. The tenant and members of Tenant's household having the right of

occupancy as designated on page 1 hereof shall have the exclusive right to use and occupancy of the Premises. The tenant agrees not to:

- Sublet or assign the Unit, or any part of the Unit;
- Use the Unit for unlawful purposes;
- Engage in or permit unlawful activities in the Unit, in the common areas or on the grounds of the development;

- B. Have pets or animals of any kind in the Unit without the prior written permission of THE OWNER. Pets may be kept only in accordance with THE OWNER's Pet Policy. However THE OWNER will allow the TENANT to keep an animal needed as a reasonable accommodation to the TENANT's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- C. Make or permit noises or acts that will disturb the rights or comfort of neighbors. The TENANT agrees to keep the volume of any radio, phonograph, television or musical instrument at a level that will not disturb the neighbors.
- D. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on THE OWNER premises that would be a lease violation.
 - 1. Visits of less than five (5) days need not be reported to or approved by the Property Manager.
 - 2. Visits of more than five (5) and less than fourteen (14) days are permitted, provided they are reported to the Property Manager within 72 hours and authorized by the Property manager.
 - 3. Visits of more than 14 calendar days shall be authorized by the Property Manager with advance documentation of extenuating circumstances.
 - 4. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

13. **RULES:**

The TENANT agrees to obey the House Rules that are Attachment No. 3 to this Agreement. The TENANT agrees to obey additional rules established after the effective date of this Agreement if:

- A. The rules are reasonably related to the safety, care and cleanliness of the Unit or the building and the development of which the Unit is a part, and the

safety, comfort and convenience of the TENANTS; and

- B. The TENANT receives written notice of the proposed rule at least 30 days before the rule is enforced.

14. **REGULARLY SCHEDULED RECERTIFICATIONS:**

Every year around the 5th day of the month, THE OWNER will request the TENANT to report the income and composition of the TENANT's household and to supply any other information required by HUD for the purposes of determining the TENANT's rent and assistance payment, if any. The TENANT agrees to provide accurate statements of this information and to do so by the date specified in the request. THE OWNER will verify the information supplied by the TENANT and use the verified information to re-compute the amount of the TENANT's rent and assistance payment, if any.

- A. If the TENANT does not submit the required recertification information by the date specified in the request, THE OWNER may impose the following penalties. THE OWNER will implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.
 - 1. Require the TENANT to pay the higher, HUD-approved market rent for the Unit.
 - 2. Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.
- B. The TENANT may request a meeting to discuss any change in rent or assistance payment resulting from the recertification processing. If the TENANT requests such a meeting, THE OWNER agrees to meet with the TENANT and discuss how the TENANT's rent and assistance payment, if any, were computed.

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

- A. If any of the following changes occur, the TENANT agrees to advise THE OWNER immediately.
 - 1. Any household member moves out of the Unit.
 - 2. As adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.

- B. The TENANT may report any decrease in income or any change in other factors considered in calculating the TENANT's rent. Unless THE OWNER has confirmation that the decrease in income or change in other factors will last less than one month, the information will be verified and the appropriate rent reduction made. However, if the TENANT's income will be partially or fully restored within two months, THE OWNER may delay the certification process until the new income is known, but the rent reduction will be retroactive. THE OWNER will not evict the TENANT for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The TENANT has thirty days after receiving written notice of any rent due for the above described time period to pay or THE OWNER can evict for nonpayment of rent.
- C. If the TENANT does not advise THE OWNER of these interim changes, THE OWNER may increase the TENANT's rent to the HUD-approved market rent. THE OWNER will do so only in accordance with the time frames and administrative procedures set forth in HUD'S regulations, handbooks and instructions on the administration of multifamily subsidy programs.
- D. The TENANT may request to meet with THE OWNER to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the TENANT requests such a meeting, THE OWNER agrees to meet with the TENANT and explain how the TENANT's rent or assistance payment, if any, was computed.

16. **REMOVAL OF SUBSIDY:**

- A. The TENANT understands that assistance made available on his/her behalf may be terminated if events in either item 1 or 2 below occur. Termination of assistance means that THE OWNER may make the assistance available to another TENANT and the TENANT's rent will be recomputed. In addition, if the TENANT's assistance is terminated because of criterion (1) below, the TENANT will be required to pay the HUD-approved market rent for the Unit.
 - 1. The TENANT does not provide THE OWNER with the information or reports required by paragraph 14 or 15 within 10 calendar days after receipt of THE OWNER's notice of intent to terminate the TENANT's assistance payment.
 - 2. The amount the TENANT would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment No. 1.

- B. THE OWNER agrees to give the TENANT written notice of the proposed termination. The notice will advise the TENANT that, during the ten calendar days following the date of the notice, he/she may request to meet with THE OWNER to discuss the proposed termination of assistance. If the TENANT requests a discussion of the proposed termination, THE OWNER agrees to meet with the TENANT.
- C. Termination of assistance shall not affect the TENANT's other rights under this Agreement, including the right to occupy the Unit. Assistance may subsequently be reinstated if the TENANT submits the income or other data required by HUD procedures, and THE OWNER determines the TENANT is eligible for assistance, and assistance is available.

17. **TENANT OBLIGATION TO REPAY:**

If the TENANT submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the TENANT agrees to reimburse THE OWNER for the difference between the rent he/she should have paid and the rent he/she was charged. The TENANT is not required to reimburse THE OWNER for undercharges caused solely by THE OWNER's failure to follow HUD's procedures for computing rent or assistance payments.

18. **SIZE OF DWELLING:**

The TENANT understands that HUD requires THE OWNER to assign units according to the size of the household and the age and sex of the household members. If the TENANT is or becomes eligible for a different size unit, and the required size unit becomes available, the TENANT agrees to:

- A. Move within 30 days after THE OWNER notifies him/her that a unit of the required size is available within the development; or
- B. Remain in the same unit and pay the HUD-approved market rent.

19. **ACCESS BY THE OWNER:**

OWNER shall, upon reasonable advance notification to the Tenant, be permitted to enter the Premises between the hours of 8:30 a.m. and 4:30 p.m. for the purpose of performing routine inspections and maintenance, making improvements or repairs, or to show the Premises for re-leasing. A written statement specifying the purpose of OWNER's entry, delivered to the Premises at least two days prior to entry, shall be considered reasonable advance notification.

- A. The TENANT agrees to permit THE OWNER, his/her agents or other persons, when authorized by THE OWNER, to enter the Unit for the purpose of making reasonable repairs and periodic inspections.
- B. After the TENANT has given a notice of intent to move, the TENANT agrees to permit THE OWNER to show the Unit to prospective TENANT during reasonable hours.
- C. If the TENANT moves before this Agreement ends, THE OWNER may enter the Unit to decorate, remodel, alter or otherwise prepare the Unit for re-occupancy.

20. **DISCRIMINATION PROHIBITED:**

THE OWNER agrees not to discriminate based upon race, color, Religious creed, ancestry, national origin, sex, age, familial status, disability, or the use of a guide or support animal because of blindness, deafness or physical handicap of the user.

21. **CHANGE IN RENTAL AGREEMENT:**

THE OWNER may, with the prior approval from HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. THE OWNER must notify the TENANT of any change and must offer the TENANT a new Agreement or an amendment to the existing Agreement. The TENANT must receive the notice at least 60 days before the proposed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to THE OWNER. The TENANT may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The TENANT must give such notice at least 30 days before the proposed change will go into effect. If the TENANT does not accept the amended Agreement, THE OWNER may require the TENANT to move from the Unit, as provided in paragraph 22.

22. **TERMINATION OF TENANCY:**

- A. To terminate this Agreement, the TENANT must give THE OWNER 30-days written notice before moving from the Unit. If the TENANT does not give the full 30-day notice, the TENANT shall be liable for rent up to the end of the 30 days for which notice was required or to the date the Unit is re-rented, whichever date comes first.
- B. Any termination of this Agreement by THE OWNER must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
- C. THE OWNER may terminate this Agreement for the following reasons:

amount of assistance that HUD pays on behalf of the TENANT may be changed during the term of this Agreement if:

- A. HUD or THE OWNER determines, in accordance with HUD procedures, that an increase in rents is needed.
- B. HUD or THE OWNER changes any allowance for utilities or services considered in computing the TENANT's share of the rent;
- C. The income, the number of persons in the TENANT's household or other factors considered in calculating the TENANT's rent change and HUD procedures provide that the TENANT's rent or assistance payment be adjusted to reflect the change;
- D. Changes in the TENANT's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
- E. HUD's procedures for computing the TENANT's assistance payment or rent change; or
- F. The TENANT fails to provide information on his/her income, family composition or other factors as required by THE OWNER.

THE OWNER agrees to implement changes in the TENANT's rent or TENANT assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs.

THE OWNER agrees to give the TENANT at least 30 days advance written notice of any increases in the TENANT's rent. The notice will state the new amount the TENANT is required to pay, the date the new amount is effective, and the reasons for the change in rent. The notice will also advise the TENANT that he/she may meet with THE OWNER to discuss the rent change.

4. **CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS:**

The following rent collection policy applies to Tenants whose rent is not paid on or before the first day of the month.

- 1) When the rent is delinquent (after the 5th of the month), legal action will be initiated in accordance with Section 22 of this Lease. It is the position of the OWNER that once a Landlord and Tenant Complaint is filed for failure to pay rent, the only way to avoid eviction will be payment in full of all rent in arrears, plus costs, together with attorney's fees where Owner is the prevailing party. The failure to pay rent and make other payments due

If any unauthorized occupant(s) is found living in the leased property, landlord can:

- a) End this lease immediately
- b) Require Tenant to pay \$50.00 per month for each unauthorized occupant(s).
- c) Require Tenant to pay for all damages caused by unauthorized occupant(s).

9. UTILITY SERVICES

Landlord and tenant agree to pay for the utilities and services listed below:

	LANDLORD PAYS	TENANT PAYS
Cable TV		X
Condominium Fee	N/A	
Cold Water (Usage & Service)		X
Electricity		X
Gas	N/A	X
Heat		X
Heater Maintenance Contract		x
Homeowners Assoc. Fee	N/A	
Hot Water		X
Lawn and Shrubbery Care		X
Oil	N/A	X
Parking Fee	N/A	
Sewer	N/A	
Snow Removal		X
Trash Collection	x	
Water		X

Tenant is required to have all utilities (for which tenant pays, service and usage) placed in tenant's name Prior to move-in.

Water includes service charges and usage. Water bills are to be paid on time. If water service is unpaid to water revenue bureau for over 90 days, the lease may be terminated by lessor.

10. SECURITY DEPOSITS

- a) Landlord can use money from the security deposit to pay for any unpaid rent, damages caused by Tenant or Tenant's guests, and utility bill adjustments.
- b) Tenant agrees to Landlord a written forwarding address and return all keys before moving from the leased property. Failure to do so will allow Landlord to keep Tenant's security deposit in full.
- c) Within 30 days of Tenant moving, Landlord forwards the balance of the security deposit, plus any interest due. Landlord gives Tenant a list detailing the costs of all damages subtracted from the security deposit.
- d) If Tenant breaks any of the terms and conditions during this lease, the security deposit is not refundable.
- e) Tenant cannot use the security deposit as payment for any month's rent included the last month's rent without court permission.

11. TENANT FAILS TO MOVE IN AFTER GIVING DEPOSIT PROPERTY

- a) If leased property is ready for move-in and Tenant cancel moving in, Landlord may keep all monies paid by Tenant in advance. Tenant is responsible for payment of reasonable advertising costs to re-rent the lease property. Tenant pays rent for days the leased property remains empty.

12. CARE AND USE OF THE LEASED PROPERTY

- a) Primary Residence: Tenant agrees to use the lease property as a private residence only for tenant's children.

CW Tenant CW Tenant 2 Tenant CMB Landlord 09/03/18

- b) Use of Leased Property Tenant agrees not to use the leased property for any unlawful or hazardous purpose. Tenant needs written permission from Landlord before using the leased property for any business or profession.
- c) Obey all laws: Tenant agrees to obey government housing regulations, local and state laws, condominium and home owner association rules as they apply to Tenants.
- d) Keep safe and clean: Tenant agrees to keep the leased property safe against fire, and water damage. Tenant agrees to remove trash, garbage, and other waste in a safe manner.
- e) Heating sources: Tenant agrees not to use any other heating source than the one provided in the leased property. Tenant will keep temperature at 55 degrees or above at all times.

13. INSPECTION

- a) Tenant agrees to give Landlord a signed inspection sheet when signing this lease. When this lease ends Tenant is responsible for all items needing repair not listed on the inspection sheet.

14. WATERBEDS

- a) Waterbeds are not allowed.

15. TENANT'S RESPONSIBILITIES

- a) No Noise : Tenant is responsible for the behavior and conduct of all people, either living with or visiting the Tenant. It is Tenant's responsibility to make sure these individuals behave in a manner that will not disturb neighbors.
- b) Payment of Utilities : Tenant agrees to pay on time all utility bills for which Tenant is responsible. These utility services are listed under Section 9, Utility Services.
- c) Pests: Tenant agrees that the leased property is free of insects, rodents, and pests at time of taking possession. Tenant agrees to pay for a pest control service if needed.
- d) Locks : Tenant agrees not to change locks or put additional locks on doors without written permission of Landlord.
- e) Phone Number : Tenant agrees to provide Landlord with current home and work phone numbers and will tell Landlord of any change in these numbers.

16. LANDLORD'S RESPONSIBILITIES

- a) Government Regulations: Landlord agrees to keep the leased property and common areas as required by law or government regulation.
- b) Good Repair / Outside : Landlord agrees to keep in good repair and working order the electrical, plumbing, sanitary, heating, and all other services. Landlord is not responsible for damage caused by Tenant negligence.
- c) Good Repair/Inside: Landlord agrees to keep in good repair and working order the roof, windows, doors, locks, floors, steps, porches, and outside walls. This also includes ceilings, foundations, and the other structural parts of the Property.

d) Extermination: Landlord agrees to have adequate extermination services to keep the Property free of insects, rodents, and other pests. This only applies to multi-family housing. If a qualified expert can determine in which leased property the problem started, that Tenant will pay for Tenants' property extermination.

17. SMOKE DETECTORS

- a) Landlord has supplied smoke detector(s) in the leased property and explained to Tenant how the smoke detector works. Tenant is responsible for smoke detector operation and agrees to replace batteries "as needed".
- b) Tenant agrees to tell Landlord immediately if any smoke detector(s) fails to work for any reason other than the battery.
- c) Tenant agrees not to disconnect a smoke detector or allow any one else to disconnect it. Tenant is responsible for any injuries, damages, or loss suffered

CyW Tenant CyW Tenant CyW Tenant³ EMB Landlord 09/03/18

because of someone disconnecting a smoke detector for any reason.

18. BAD CHECKS

a) Tenant agrees to pay a fee of \$ 50.00 for any check that is not honored by the bank. Landlord reserves the right to require future rent payments in the form of a money order or certified checks.

19. DAMAGE TO LEASED PROPERTY

- a) If a fire or other mishap damages the leased property, Tenant may continue to occupy the livable part if permitted by local codes and law. If Tenant decides to stay, the rent is paid according to the percentage of the amount of area that is livable until the damage is repaired.
- b) If Tenant decides not to stay or occupancy is not permitted, this lease will end immediately. Once the lease is ended, Landlord agrees to return security deposit plus rent paid in advantage for the period after the fire or mishap. Landlord is not responsible for finding replacement housing for Tenant after the lease has ended.
- c) Tenant allows Landlord or Landlord's representative to enter the leased property whenever necessary to repair damage caused by fire or other mishap.
- d) Any fire or other mishap caused by Tenant, or their guests, is Tenant's full responsibility. This includes the payment of rent and all other terms and conditions of this lease.
- e) Tenant is responsible for damage caused by windows being left open. Any windows and screens broken or doors damaged because of forced entry by anyone is Tenant's responsibility.
- f) Tenant agrees not to hold Landlord responsible for damage or injury caused by water, snow, or ice that come on the Property.

20. LANDLORD NOT RESPONSIBLE FOR TENANT'S PROPERTY AND TENANT'S GUESTS INJURY

- a) Landlord is not responsible for loss, theft, or damage to Tenant or guests' property.
- b) Landlord is not responsible for any injury to any person which is caused by Tenant or Tenant's guests.

21. ADDITIONAL SIGNERS TO THE LEASE

- a) All signers of this lease are responsible for all financial obligations. This includes but is not limited to: rent, late fees, and damages over the security deposit.
- b) The signers not living in leased property give Landlord permission to place a money claim or lien on real estate located at:
The additional signers' phone number is
- c) Landlord will only place a money claim or lien on the real estate after receiving a court judgment showing the amount of money owed.

22. NOTICES

- a) Landlord agrees to send all notices to Tenant in writing by regular mail, or deliver in person. If Tenant is not home, Landlord or Landlord's representative will place the notice on the leased property in an easy to see location.
- b) Tenant agrees to send all notices to Landlord in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.

23. INSURANCE

- a) Landlord agrees to carry fire and liability insurance on the building. Tenant's personal property is not insured under Landlord's insurance policy.
- b) Landlord strongly recommends that Tenant carry fire insurance to protect Tenant, Tenant's personal property, and his guests. Tenant agrees to list Landlord as additional insured on any policy Tenant purchases.
- c) If there is any loss of property by fire, theft, burglary or any other means,

CJH Tenant CJH Tenant CJH Tenant ⁴ [Signature] Landlord 09/03/18

Tenant agrees to relieve Landlord from all responsibility. Tenant agrees to pay for any loss or claims filed.

24. REPAIRS

- a) Tenant agrees to pay the first \$50.00 of each individual repair or replacement. Tenant agrees to pay the total cost of any repair caused by Tenant or Tenant's guests. Landlord is not responsible to repair damage intentionally caused by Tenant or Tenant's guests.
- b) Tenant agrees to immediately tell Landlord of any dangerous or defective condition on the Property and in the leased property. If Tenant fails to do so, Tenant is responsible for all injury or mishap caused by dangerous or defective condition.
- c) Tenant agrees to pay to open all clogged drains, toilets, sinks, and traps caused by Tenant's usage.
- d) Tenant is responsible for all damages to the leased property caused by Tenant or Tenant's guests. Tenant agrees to pay for these damages. If repairs are not completed within a reasonable time, Landlord will pay to have the repair completed. This cost is considered additional rent and due with the following month's payment.

25. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

- a) Tenant agrees to permit Landlord to place a sign for sale, rent, and informational sign on or near the Property.
- b) Landlord or a person chosen by Landlord has the right to inspect, make repairs, do maintenance, and show the leased property to others. Landlord agrees to give Tenant reasonable notice of the visit.
- c) Landlord has the right to enter the leased property without notice for an emergency. If Tenant is not present, Landlord agrees to tell Tenant promptly & explain the visit.

26. CHANGES TO THE LEASED PROPERTY

- a) Tenant agrees not to change or redecorate the leased property without Landlord's written permission. The following are not permitted:
 - 1) painting of walls any color other than the existing wall color when this lease is signed;
 - 2) installing any wall covering material;
 - 3) installation of ceiling tiles, or any other object which requires the grilling of holes in the floors, doors, or ceilings.
 - 4) installation of wall to wall carpeting (attached to floor by glue or staples).
- d) Landlord approved changes made to the leased property belong to the Landlord, unless otherwise agreed to in writing.

27. ILLEGAL ACTIVITY

- a) This lease automatically ends if Tenant or Tenant's guests are found by anyone storing, using, selling, manufacturing, or distributing illegal drugs. This also applies to any other illegal activity under State and Federal law.

28. VEHICLES

- a) Tenant agrees to park cars, trucks, or motorcycles in the parking area only. Tenant agrees to have current registration and license plate on all vehicles. Any Tenant found without these requirements causes a 5 days written notice sent by Landlord asking Tenant to comply. After 5 days, vehicle is removed and Tenant agrees to pay towing expenses.
- b) Tenant agrees to not park or store motor home, camper, trailer, boat, boat trailer, or other recreational vehicle without the written permission of Landlord.
- c) Repainting, repairing, or servicing of any vehicle is not permitted anywhere on the property.

29. PETS NOT ALLOWED.

 Tenant Tenant Tenant ⁵ Landlord 09/03/18

30. TENANT BREAKS LEASE

- a) Tenant loses the protection provided in the lease if:
 - 1) rent or other charge are not paid when due;
 - 2) the leased property is emptied or abandoned before the end of the lease without written notice to the Landlord;
 - 3) all the terms and conditions of this lease are not followed;
 - 4) Tenant does not leave at the end of the leased period.
- b) If Tenant breaks this lease, Tenant agrees to give up his right of a "Notice to Quit." This means Tenant allows Landlord to go to court without giving the required notice. Tenant has the right to challenge the Landlord's charges in court.

31. REPORTING OF PAST RENT OWED

- a) Tenant is aware that Landlord may report any past rent owed to a credit reporting agency. Tenant understands this reporting could affect Tenant's ability to obtain credit or credit for future housing.

32. ORDER IN WHICH RENT PAYMENT IS APPLIED

Rent received is first applied to monies due from the past in the following order:

- | | |
|------------------------------|------------------------|
| 1. Late Charges | 4. Other Fees Not Paid |
| 2. Tenant Owed Utility Bills | 5. Current Rent |
| 3. Legal and COURT costs | |

33. LEAD BASE PAINT NOTICE

- a) The Federal Environmental Protection Agency requires all Landlords who wish to rent property constructed before 1978 to supply to Tenant, the "Lead Base Paint Hazard Act" brochure. The law further requires Tenants to prove receipt of the brochure.
- b) If Landlord wins in court, Landlord can use the court process to take tenant's personal goods, motor vehicles, and money in banks.

35. WHAT TENANT OWES LANDLORD IF LEASE IS BROKEN

If lease is broken by Tenant, the Tenant owes to Landlord:

- a) all rent and other charges allowed by this lease;
- b) all legal fees, court costs, collection agency fees, sheriff's or constable's fees, moving and storing costs, and other expenses that Landlord has to pay;
- c) the cost of repairing and replacing any damage to the leased property caused by the Tenant.

36. NOTICE TO END LEASE

- a) If either Tenant or Landlord wishes to end this lease, each agrees to give the other 60 days written notice before the lease ending date.
- b) If Tenant is on a month-to-month lease, Tenant or Landlord must give each other 60 days written notice. If notice is received after the first of the month, notice does not begin until the first day of the next month.

37. CONTINUATION OF LEASE

- a) This lease continues on a month-to-month basis if Tenant or Landlord do not give each other notice of renewing or Ending this lease.

38. CHANGING TERMS AND CONDITIONS OF LEASE

- a) Landlord must give Tenant at least 60 days notice before the lease ends if any term and conditions are changed. Tenant has 15 days from the date of receiving the notice to decide to accept or not to accept the changes.
- b) If Tenant does not respond or give the required notice, the lease renews under the new terms and conditions given by Landlord.

39. NO TRANSFER OR SUBLEASE BY TENANT

- a) A sublease is a separate lease between Tenant and another person who agrees to lease all or part of the leased property. Tenant agrees not to transfer, sublease, or allow anyone else to occupy the leased property without Landlord's written permission.

40. TAKING BY THE GOVERNMENT

_____ Tenant _____ Tenant CGW Tenant⁶ CMB Landlord 09/03/18

a) The government has the right to take private land for public use. If all or part of the Property is taken by the government, this lease ends. Both Landlord and Tenant agree to end lease as of the date of the transfer.

41. MEDIATION/ARBITRATION

a) Tenant or Landlord agrees to submit any dispute concerning this lease to final and binding mediation/arbitration. The mediator is chosen by both the Tenant and Landlord and any award is enforceable in the appropriate Court.

42. NO JURY TRIAL

a) Landlord and Tenant agree to give up their right to a trial by jury. This is for any civil action or any other action brought by either Landlord or Tenant against the other.

44. LANDLORD'S RIGHT TO MORTGAGE THE PROPERTY

a) If Landlord has a mortgage on the property, the mortgage company rights are stronger than the tenant's rights against the Landlord. If Landlord fails to make monthly mortgage payments, the mortgage company has the right to sell the property. This may end Tenant's lease or require Tenant to make payments to the mortgage holder and not the Landlord.

45. TOGETHER AND INDIVIDUAL LIABILITY

a) If more than one Tenant signs this lease, each is responsible individually or together for making full rent payments. This means that if one Tenant moves out, Landlord can make both Tenants or just one Tenant, responsible to pay the full rent. It also means that Landlord can sue any Tenant or all Tenants for breaking the lease.

46. SALE OF PROPERTY

a) If Landlord sells the Property, all security deposits and any interest due are transferred to the new Landlord. Landlord agrees to notify Tenant about the sale and provide the name and address of the new Landlord.

47. LANDLORD NOT RESPONSIBLE AFTER SALE

a) After the sale of the Property, Landlord is no longer responsible to the Tenant for his security deposit or any portion of interest due. The new Landlord becomes responsible to the Tenant for the return of the deposit and any interest due.

48. TRUTHFUL APPLICATION

a) If Landlord learns that Tenant is not truthful on the rental application, Landlord may end this lease immediately.

49. DEATH DURING LEASE

If Tenant dies during the term of the lease and:

a) Tenant is a single person, Tenant's heirs have the right to end this lease three (3) months after the death of Tenant.

b) the lease is signed by more than one person, the surviving individual(s) who are named in the lease are responsible to complete the lease.

50. ADDITIONAL CHARGES FOR BREAKING THIS LEASE

If Tenant breaks this lease for any reason:

a) Landlord may hire an attorney to start a court eviction action. Tenant agrees to pay Landlord all attorney's fees and court costs;

b) Landlord may start eviction action without an attorney. Tenant agrees to pay Landlord the sum of one hundred dollars (\$100,00) as additional damage for breaking any terms and conditions of this lease.

c) Landlord has the right to seek additional funds from Tenant for actual damages caused or suffered as a result of Tenant breaking the lease.

51. RETURN OF SECURITY DEPOSIT

The return of Tenant's security deposit is subject to the following condition:

a) Full term of lease has ended;

b) Landlord has received a written forwarding address of tenant before moving;

c) All rent is paid in full. Using the security deposit to cover the last month's rent, or any month's rent, is not allowed;

d) All keys and other items Landlord provided are returned;

e) No damage to keep property has occurred beyond normal wear and tear;

f) All personal property has been removed;

g) The entire leased property has been thoroughly cleaned including all appliances;

h) Holes in walls, scratches in woodwork, holes or damage to flooring whether carpeting, tile, or wood, have been repaired according to standard practices;

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- i) There are no unpaid late charges or rent remaining due;
- j) All utility bills have been paid in full.

52. RELEASE OF SECURITY DEPOSIT IF INSTRUCTIONS NOT FOLLOWED

- a) If the claims listed in Return of Security Deposit are not completed, Landlord will deduct the cost of repairing and cleaning from the security deposit.
- b) All rent owed is deducted from the security deposit.
- c) All belongings left by Tenant become Landlord's property to dispose of or keep as abandoned property. The cost of disposal is charged to tenant.

53. ADDITIONAL CONDITIONS BETWEEN LANDLORD AND TENANT

Additional conditions added under this section are not pre-approved by the Attorney General for this Plain Language Lease.

TENANT AGREES LANDLORD GAVE TENANT TIME TO REVIEW THIS LEASE. IF LEASE TERMS ARE NOT UNDERSTOOD TENANT IS ENCOURAGED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AGREES HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS.

THIS LEASE WITH ANY ADDED CLAUSES, OR HOUSE RULES, IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT. ANY ORAL OR WRITTEN AGREEMENT MADE BEFORE SIGNING THIS LEASE WHICH ARE NOT INCLUDED IN THE LEASE ARE NOT PART OF THIS LEASE.

PORTIONS OF RENT MAY BE PAID WITH SERVICES IN LIEU OF CASH AS AGREED BETWEEN TENANT AND LANDLORD, BUT EQUALLING FULL VALUE OF RENT.

Leitha Payne *4 sept 2018*
 Tenant Signature & Date

Carol Brown *9/4/18*
 Landlord & Date

 Tenant Signature & Date

 Co Signer (If Applicable) & Date

CW Tenant *CW* Tenant *CW* Tenant ⁸ *CWB* Landlord 09/03/18

- b) Pay a fee equal to one month's rent and pay for all expenses in locating a replacement tenant. Tenant will show leased property to prospective tenants. Tenant will receive the security deposit back, minus damages, if a replacement tenant is found by Tenant's move-out date.
- c) If a replacement tenant is found after the move-out date, but before the balance of the security deposit is used up, Tenant is paid the balance remaining.

GUESTS, CONDUCT & ALCOHOL

Neither the tenant nor any guest (s) shall sell or serve alcoholic beverages to anyone under the legal drinking age of twenty-one.

Kegs of beer are prohibited from the leased premises.

I/We as tenants and stewards of the leased property will be responsible for the conduct of our guests. The violation of any of these lease addendum items by me/us will result in action toward termination of the lease and the eviction as described.

Large gatherings of people (defined by the number of people greater than 25), loud parties of any size, loud playing of stereos, radios, TV's, musical instruments, etc are not permitted at any time. For the purposes of this addendum, "loud" is defined as any noise of the type described above that any 2 immediate neighbors reasonably deem intrusive upon the peace of their homes and neighborhood.

CW Tenant CW Tenant CW Tenant ¹⁰ CMB Landlord 09/03/18

DELAWARE COUNTY HOUSING AUTHORITY

DELAWARE COUNTY HOUSING DEVELOPMENT CORPORATION

**RESIDENTIAL DWELLING LEASE FOR
HOUSING CHOICE VOUCHER
TENANT BASED / PROJECT BASED VOUCHER**

No. T001
5056

THIS LEASE is made on the 1ST day of FEBRUARY 2017 by and between the:

- Upland Terrace Housing Partnership, L.P.
- Delaware County Housing Development Corporation [Managed by DCHA]
- Delaware County Fairgrounds [Managed by DCHA]
- Fairgrounds Housing Partnership II, L.P. [Managed by DCHA]
- Fairgrounds Housing Partnership III, L.P. [Managed by DCHA]
- Fairgrounds Housing Partnership IV, L.P. [Managed by DCHA]
- Kinder Park Housing Partnership I, L.P. [Managed by DCHA]
- Kinder Park Housing Partnership II, L.P. [Managed by DCHA]
- Low Income Housing Income Tax Credit Unit

(hereinafter referred to as "OWNER") and CYNTHIA YOUNG-NELSON
(hereinafter referred to as "Tenant"). OWNER is entering into this Lease in reliance upon the representation made to it by Tenant as to Tenant's household composition and the employment and income levels of Tenant and all members of Tenant's household. and in consideration of the rentals herein reserved.

OWNER hereby leases to Tenant and Tenant hereby leases from OWNER, upon all terms and conditions set forth herein, for the sole use and occupancy of Tenant and members of Tenant's household named herein. the premises known and described as follows (hereinafter referred to as "Premises"):

D.U. No.: 1208 NAT No. of Bedrooms: 3

Development: DELAWARE COUNTY FAIRGROUNDS

**DELAWARE COUNTY HOUSING AUTHORITY
RESIDENTIAL DWELLING LEASE
TENANT BASED – PROJECT BASED**

Address: 1208 NATE ELLIS DRIVE

City: CHESTER
TOWNSHIP

State: PA

Zip: 19013

Members of Tenant's Household having Right of Occupancy:

1. CYNTHIA YOUNG-NELSON -HEAD OF HOUSEHOLD
2. TRINITY R. NELSON - DEPENDENT
3. _____
4. _____
5. _____
6. _____

TERMS AND CONDITIONS

1. **TERMS OF LEASE:** Renewal Provisions: The Lease and Tenant's right of occupancy hereunder, shall commence as of: FEBRUARY 1, 2017 and shall continue for the term of one (1) year thereafter. It is understood, however, that in the absence of a notice to terminate pursuant to Sections 9, 11 or 12 herein, this Lease will automatically be renewed for the successive term of one (1) year upon payment each month by the tenant of the rent specified in Section 2 below. Payment of rent will be in the amount and manner specified in Section 2 herein or in such amount and manner as may be required by any adjustment that may henceforth be made by a written rider to this Lease in accordance with the provisions of Section 3 herein.

2. **PAYMENTS DUE UNDER THE LEASE:**

A. The TENANT agrees to pay: \$ 103.00
for the partial month ending on: N/A
After that, TENANT agrees to pay a rent
of: \$ 103.00

This amount is due on the _____ day of the month at the:

Delaware County Housing Authority (DCHA)
1847 Constitution Avenue
Woodlyn, PA 19094

- a. The total rent shall be \$1317.00 per month.
- b. Of the total rent, \$ 1214.00 shall be payable by or at the direction of the

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Gas for Cooking:	N/A
Electric for Cooking:	T
Electric for Lighting and General Household Appliances:	T

No charge shall be imposed for the providing of the foregoing utilities. OWNER shall not be responsible for failure to furnish utilities by reason of any cause beyond its control. All utility service not expressly listed herein as being furnished by OWNER shall be furnished by and at the expense of the Tenant. Failure to pay the above specified utilities will constitute a lease violation. Allowance for Tenant purchased utilities and charges for consumption of excess utilities will be determined in accordance with HUD regulations and requirements and a posted schedule of charges in OWNER’s Management Office. OWNER Management Office is located at:

1855 Constitution Avenue
Woodlyn, Pennsylvania, 19094

C. OWNER shall furnish the following appliances as indicated by a check:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Stove | <input checked="" type="checkbox"/> Dishwasher |
| <input checked="" type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> Washer |
| <input checked="" type="checkbox"/> Dryer | |

D. A schedule of charges to Tenants for maintenance and repair beyond normal wear and tear shall be posted in OWNER’s Management Office. All charges not listed on the Schedule of Maintenance Charges will be based on the actual cost to OWNER for the labor and materials needed to complete the job. Tenant shall be notified in writing of the charges two weeks prior to the due date. Charges shall be due and payable the first day of the month following the two week notification sent to the Tenant. A charge ranging from \$51.00 to \$150.00 is payable as follows: One half of the total charges are due and payable upon receipt of the first billing of the charge. The remaining half of the charge is due and payable upon receipt of the second billing of the charge. If a Resident incurs a Maintenance Charge above \$150.00, a repayment plan and a signed agreement to repay must be negotiated by the Resident and Management at the time the charge is added to the rental account. Management reserves the right in all cases to take legal action to collect Maintenance Charges.

E. Effective April 1, 2004, all newly admitted residents will be required to pay a security deposit equal to their Total Tenant Payment (TTP). Residents admitted prior to April 1, 2004, security deposit will remain at or below the previous \$99.00 charge.

Tenant agrees to pay to OWNER a security deposit equal to the Total Tenant Payment (TTP).

A security deposit in the amount of: \$ 259.00
which shall be payable upon the signing of this Lease by Owner and Tenant.

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TENANT BASED – PROJECT BASED**

OWNER shall comply with State Law concerning use of security deposit funds, their placement in interest bearing bank accounts, accountability to Tenant for interest earned thereon, and all other obligations.

3. RE-DETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

- A. Tenant agrees to report any and all changes in family composition or income to OWNER, and to furnish accurate information and certification to OWNER annually at a time to be set by OWNER as to family income, employment and family composition. Failure to report such changes could result in a termination of this Lease. The information and certification shall be for the use of OWNER in determining whether the rent should be changed, whether the dwelling size is still appropriate for the Tenant's needs, and whether Tenant is still eligible to occupy Low Income Tax Credit Housing. Tenant hereby authorizes OWNER to verify all sources of income.
- B. Our rental is based upon the existing costs of water and sewer taxes, water rates, electric rates, gas rates, the price of oil or other fuel used trash rates. In the event there is an increase in the price in any of these elements, then the amount of your rent could increase to reflect these added charges. There will be an increase in rent payment when a Voucher Lease Recipient household's income has increased over the maximum allowable level. The rent could change after HUD publishes the Annual Fair Market Rents.
- C. In the event the Tenant has a tenant-based voucher or lives in a project-based voucher unit and the rent is re-determined pursuant to this section, OWNER shall mail or deliver a "Lease Renewal Addendum" to the Tenant in accordance with Section 11 hereof. In the case of a rent decrease, the adjustment shall become effective the first day of the month following change in circumstances, provided, the Tenant has timely reported such change. In the case of a rent increase, the adjustment will become effective the first day of the second month following the change, except that such increase may be retroactive where there is a finding of misrepresentation, in accordance with subsection B herein.
- D. If OWNER determines that the size of the Premises is no longer appropriate to the Tenant's needs, and if OWNER has a unit of the appropriate size available for the Tenant, OWNER may offer such unit to the Tenant. OWNER will also transfer tenants who request a reasonable accommodation in support of a documented disability in accordance with the Tenant Selection Plan. If the Tenant accepts the appropriate size unit, the Tenant shall enter into a new lease with OWNER, and OWNER will terminate this Lease effective as of the date of occupancy under the new lease. OWNER will allow the Tenant five days in which to move into the new unit. However, if the Tenant declines the offered unit, OWNER may, at its option, terminate this Lease in accordance with the provisions of Section 12 herein; provided that no lease shall be terminated while such termination is the subject of a pending

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grievance nor thereafter except in accordance with OWNER's Grievance Procedures.

- 1) If OWNER re-determines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based upon family composition, OWNER shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of OWNER's determination and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under OWNER Grievance Procedure.

4. OCCUPANCY:

- A. The tenant and members of Tenant's household having the right of occupancy as designated on page 1 hereof shall have the exclusive right to use and occupancy of the Premises.
- B. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on DCHA premises that would be a lease violation.
 - 1) Visits of less than five (5) days need not be reported to or approved by the Manager.
 - 2) Visits of more than five (5) and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager.
 - 3) Visits of more than 14 calendar days shall be authorized by the Property Manager with advance documentation of extenuating circumstances.
 - 4) Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

5. FRAUD:

The Tenant certifies that they or other members of the household have not committed any fraud in connection with any federal housing assistance program, unless any such fraud was fully disclosed to OWNER before execution of the Lease, or before OWNER's approval for occupancy of the Premises.

6. OBLIGATIONS OF OWNER:

OWNER shall have the following obligations under this Lease:

- A. To maintain the Premises and the public housing development in which the Premises is located in a decent, safe and sanitary condition.
- B. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- C. To make repairs to the Premises.

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- D. To keep buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by OWNER.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the Premises by the Tenant in accordance with Paragraph 7G.
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- H. To notify the local Post Office where there is an eviction for criminal activity, including drug-related criminal activity, as defined in subsection 13.B. that the evicted individual or family is no longer residing in the dwelling unit.
- I. To provide a disabled person with reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the Premises equal to a non-handicapped person.
- J. To notify the Tenant of specific grounds for any proposed adverse action by OWNER and, if applicable, to afford the Tenant the opportunity for a hearing and the right to request a hearing under OWNER's Grievance Procedure for a grievance concerning a proposed adverse action.

OWNER will not take the proposed adverse action until such time to request an informal or formal hearing has expired. Adverse action includes a proposed lease termination, transfer of a tenant to another unit, imposition of charges for maintenance and repair or for excess consumption of utilities.

OWNER agrees that no tenant in low income housing will be evicted or have their tenancy terminated other than for good cause.

7. OBLIGATIONS OF TENANT:

The Tenant shall have the following obligations under this Lease:

- A. Not to assign the Lease or to sublease the Premises.
- B. Not to provide accommodation for boarders or lodgers.

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- C. To use the Premises solely as a private dwelling for Tenant and members of Tenant's household having the right of occupancy, as identified on page 1 of this Lease, and not to use or permit use of the Premises for any other purpose.
- D. To abide by necessary and reasonable regulations promulgated by OWNER for the benefit and well-being of the public housing development of which the Premises is a part and the tenants residing in the public housing development. These regulations shall be posted in OWNER's Management Office, are incorporated by reference in this Lease.
- E. To comply with all obligations imposed upon tenants within the public housing development of which the Premises is a part by applicable provisions of building and housing codes materially affecting health and safety. Blocking emergency exits is a lease violation.
- F. Residents, members of resident's household and guests must refrain from removing, tampering with, and/or disabling any smoke detector(s) or life safety device located in the premises.
- G. To keep the Premises and such other areas as may be assign to Tenant, for Tenant's exclusive use, in a clean and safe condition in accordance with the following set of housekeeping standards, pertaining to the Premises. Citations will be issued to residents for any violations of Section F.1 of the lease and in some appropriate cases, as hereinafter set forth, a fine will be charged. Violations that will result in a fine are **Excessive Litter and Bulk Trash (sofas, appliances, etc)**. The Citation can also be viewed as an attachment to the Tenant Selection Plan.

Four (4) Citations within six (6) months will be deemed reason for lease termination.

Failure to comply with the housekeeping standards that result in the creation or maintenance of a threat to the health or safety or tenants could result in eviction. Three consecutive housekeeping failures will result in the resident's lease being terminated. OWNER reserves the right to photograph the interior and/or exterior of a unit where it is deemed necessary.

Exterior:

- OWNER shall exempt Tenants who are unable to perform such tasks due to age or disability.
- 1) OUTSIDE
 - a. Tents or gazebos are allowed on weekends and holidays; however, they must be removed and stored before 8:00 a.m. the next business day.

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- b. Garbage shall be neatly stored in water tight receptacles.
- c. Sidewalks shall be kept free of snow/ice in winter.
- d. Storage area shall be kept clean, neat and free from hazards.
- e. No storage is permitted in heater rooms.
- f. Swimming pools are not permitted.
- g. No storage or clutter permitted on porches and/or balconies.
- h. No roof antennas or satellite dishes permitted without management's approval. Any installation of such apparatus must be installed in accordance with OWNER's Satellite Installation Policy.

Interior:

2) LIVING ROOM

- a. Walls shall be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- b. Ceilings shall be clean and free of cobwebs.
- c. Floors shall be clean, clear, dry, and free from hazards.
- d. Rugs (if used) shall be vacuumed.
- e. Windows shall be clean and not nailed shut. Shades or blinds should be intact.
- f. Windows shall not be cracked or broken.
- g. The living room shall be free of insects and rodents.
- h. The living room shall be free of bad odors.
- i. No wallpaper or borders are allowed.

3) DINING ROOM

- a. Same as Living Room - a. through i.

4) KITCHEN

- a. Same as Living Room-a. through i.
- b. Stove exterior and interior shall be clean and free of food and grease.
- c. Dishwasher exterior and interior shall be clean and free of food and grease.
- d. Refrigerator exterior and interior shall be clean.
- e. Countertops shall be clean.
- f. Cabinets shall be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food.
- g. Sink shall be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.

5) BATHROOM

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- a. Same as Living Room - a. through i.
- b. Sink shall be clean.
- c. Bath tub and shower shall be clean free of excessive mildew and mold.
- d. Toilet shall be clean and odor free.
- e. Medicine cabinet shall be clean and neat.
- f. Exhaust fans should be free of dust.

6) LAUNDRY ROOM

- a. Washers and dryers shall be kept clean and free of debris.

6) BEDROOM(S)

- a. Same as Living Room - a. through i.

- H. To dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner in accordance with all State and local regulations.
- I. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators.
- J. To refrain from, and to cause members of Tenant's household and Tenant's guests to refrain from destroying, defacing, damaging, or removing any part of the Premises or the housing development of which the Premises is a part. Tenant shall make no permanent alterations to the interior or exterior of the building.
- K. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Premises, community buildings, facilities, or common areas caused by Tenant, members of Tenant's household, or Tenant's guests, or other individuals. To pay charges for damages to the community buildings, facilities, or common areas caused by Tenant's household or Tenant's guest in accordance with the schedule of charges as posted in OWNER's Management Office, which schedule is incorporated herein by reference thereto.
- L. To conduct himself or herself, and cause other persons who are on the Premises with Tenant's consent to conduct themselves in a manner which will not disturb the Tenant's neighbors peaceful enjoyment of their accommodations and will be conducive to maintaining the public housing development in a decent, safe and sanitary condition.
 - 1) Not to engage in criminal activity, drug abuse or alcohol abuse that threatens the health, safety or peaceful enjoyment of OWNER's Housing Developments by other residents or employees of OWNER.

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- 2) Not to engage in drug related criminal activity on or off the premises or on or off OWNER's Housing Developments.
 - 3) To assure that tenant's guests, any member of tenant's household or other person under tenant's control do not engage in criminal activity, drug abuse or alcohol abuse that threatens the health, safety or peaceful enjoyment of OWNER's Public Housing Developments by other residents or employees of OWNER.
 - 4) To assure that tenant's guests, any member of tenant's household or other person under tenant's control do not engage in drug related criminal activity on or off the premises or on or off OWNER's Housing Developments.
- M. To permit OWNER, pursuant to the provisions of Section 10, entrance to the Premises for the purpose of performing periodic inspections, routine maintenance, making improvements or repairs, or to show the Premises for re-leasing.
- N. To promptly notify OWNER of a known need for any repairs to the Premises, particularly of conditions hazardous to life, health or safety of occupants.
- O. To give OWNER notice in writing when the Premises are to be vacant for fourteen [14] days or more. Such notice is for OWNER's benefit and shall not render OWNER responsible for any personal property of any nature or description left in or on the Premises during tenant's absence.
- P. To maintain the yard in the front, rear, and side of the Premises and to remove snow and ice from all sidewalks leading from tenant's unit.
- 1) Tenants residing in scattered site units will also be required to remove snow and ice from the common sidewalks in the front, rear and/or side of their units.
- Q. Not to keep pets that may either damage Tenant's Premises or interfere with the rights of other tenant's peace and quiet and physical security. All pets must be kept by Tenant in accordance with OWNER'S Pet Policy. Tenant agrees to pay a deposit in the amount of Three-hundred (\$300.00) dollars, refundable to tenant in accordance with the Pet Policy. All new admissions who signed a lease for a family unit on or after July 1, 1998, will be permitted to have one pet reside in their unit, the provisions of which are incorporated herein by reference thereto. Copies of the Pet Policy are available in OWNER'S Management Office.
- Disabled residents requesting a reasonable accommodation who require the use of a support animal will not be required to pay a pet deposit.
- R. Not to store on OWNER'S Property any vehicle without valid registration and inspection stickers. All inoperable or unlicensed vehicles as described in this section

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will be removed from OWNER'S property at Tenant's expense. Automobile repairs are not permitted on OWNER'S property.

8. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY:

In the event that the Premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the following steps must be taken:

- A. Tenant shall immediately notify OWNER of the damage.
- B. OWNER shall be responsible for repair of the unit within a reasonable time; however, if the damage was caused by Tenant, a member of Tenant's household or Tenant's guest, the reasonable cost of the repairs shall be charged to the Tenant.
- C. OWNER may offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. OWNER is not obligated to offer a tenant a replacement unit if the hazardous conditions were caused by the tenant, household member, or guest.
- D. The tenant is required to accept any replacement unit offered by OWNER. If OWNER offers a replacement unit due to its determination that the current unit is unable to be occupied because of the danger it poses to the life, health, and safety of the tenant and the tenant refuses OWNER's offer, the refusal will result in a lease termination.
- E. In the event repairs are not made in accordance with Subsection B of this section, or alternative accommodations are not provided in accordance with Subsection C of this section, rent shall be abated in proportion to the seriousness of the damage and loss in value of the Premises as a dwelling, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by Tenant, a member of Tenant's household or Tenant's guests.

9. PREOCCUPANCY AND TERMINATION INSPECTIONS:

- A. **Generally, Tenant is required to submit a written thirty (30) day Notice of Intent to Terminate/Vacate to the Property Manager. The notice must be submitted prior to the end of the month. See Section 11 for Notice Procedures.**
- B. OWNER and Tenant or Tenant's representative shall inspect the Premises prior to commencement of occupancy by Tenant. OWNER shall furnish the Tenant with a written statement of the condition of the Premises and the equipment provided with the Premises. Tenant will not be responsible for any damages noted on this inspection. The statement shall be signed by OWNER and the Tenant, and a copy shall be retained by OWNER in the Tenant's file.

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- C. At the time the Tenant vacates, OWNER shall inspect the unit and shall furnish the Tenant with a statement of any charges to be made in accordance with Section 7J. OWNER shall notify Tenant of the inspection, and Tenant and/or Tenant's representative may join in such inspection unless Tenant vacates the Premises without prior notice to OWNER.

10. ENTRY OF PREMISES DURING TENANCY:

- A. OWNER shall, upon reasonable advance notification to the Tenant, be permitted to enter the Premises between the hours of 8:30 a.m. and 4:30 p.m. for the purpose of performing routine inspections and maintenance, making improvements or repairs, or to show the Premises for re-leasing. A written statement specifying the purpose of OWNER's entry, delivered to the Premises at least two days prior to entry, shall be considered reasonable advance notification.
- B. OWNER may enter the Premises at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- C. In the event that the Tenant and all adult members of the Tenant's household are absent from the Premises at the time of entry, OWNER shall leave in the Premises a written statement specifying the date, time, and purpose of entry prior to leaving the Premises.

11. NOTICE PROCEDURES:

- A. Except as provided in Section 10, notice to Tenant shall be in writing and delivered to Tenant or to an adult member of Tenant's household residing in the Premises, or sent by prepaid first class mail, addressed to the Tenant at the Premises, or by posting the Premises.
- B. Notice to OWNER shall be in writing, delivered to OWNER's Management Office or sent by prepaid first class mail, properly addressed to OWNER's Management Office. As provided in Section 1 hereof, Tenant is required to sign a twelve (12) month lease for the initial term ("Initial Term"). Accordingly, Tenant is required to remain a tenant in the Premises for the duration of the initial term. However, if for any reason other than death, a Tenant should desire to terminate this Lease during the Initial Term, the Tenant shall send or deliver a thirty (30) day written notice of termination to Landlord in accordance with Section 9.A. to the Property Manager. At the time Tenant sends or delivers the written notice of termination of the Initial Term, Tenant shall also send to Landlord a check for the rent for the remainder of the Initial Term. If the rent for the remainder of the Initial Term does not accompany the

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written notice of termination, then the written notice of termination shall be null and void, of no legal effect and this Lease shall continue in full force and effect for the remainder of the Initial Term.

If Tenant desires to terminate this Lease during the second or a subsequent year of this Lease, Tenant shall send or deliver a thirty (30) day written notice of termination in accordance with Section 9.A. of this Lease to the Property Manager. The thirty (30) day written notice shall be accompanied by a check for the balance of the rent due through the month following the month in which the thirty (30) day written notice is sent or delivered to the Property Manager. An adjustment in the rent will be made at move-out for the balance. For example: if a Tenant states that he/she will be vacating the Premises on the 15th of the month, and provides a thirty (30) day written notice by the 15th of the previous month, the Tenant will be required to pay the full month's rent for the month in which the Tenant vacates; however; the Tenant will receive a credit at move-out for the days remaining in the month following Tenant's vacating of the Premises provided Tenant removes all of his/her personal property and leaves the Premises broom clean and free of debris.

In the case of death, a family representative should contact the Property Manager immediately following the death of the Tenant to discuss arrangements for the removal of all of Tenant's personal property from the Premises.

- C. Notice given in accordance with this section shall be deemed to satisfy any notice provision contained in any statute or rule of court.

12. GROUNDS AND PROCEDURES FOR TERMINATION OF LEASE AND EVICTION:

- A. OWNER shall, upon the giving of appropriate notice, terminate or refuse to renew this Lease for serious or repeated violations of material terms of the Lease, including but not limited to Tenant's failure to make payments due under the Lease. Owner may terminate this agreement at any time in accordance with, state and local law for TENANT'S failure/refusal to vacate the premises due to modernization, Tenant's failure to fulfill any other Tenant obligations set forth herein or such other obligations as Tenant may agree to from time to time, being over the income limit or other good cause. Other good cause includes, but is not limited to, after admission discovery after admission of facts that made the Tenant ineligible or discovery of material false statements or fraud by the Tenant in connection with an application for assistance or with re-examination of income.

The following types of criminal activity shall also be cause for non-renewal or termination of this Lease following the giving of appropriate notice:

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- 1) Any criminal activity or alcohol abuse by the Tenant, any member of the Tenant's household, a guest of Tenant or any person under Tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or the OWNER's employees;
- 2) Any criminal activity on the premises that resulted in a felony conviction of the Tenant or of any member of Tenant's household or any drug-related criminal activity on the premises that resulted in the conviction of the Tenant or any member of Tenant's household.
- 3) Any violent or drug-related criminal activity engaged in on or off the premises by a Tenant, member of the Tenant's household or guest, and any such activity engaged in on the premises by any other person under Tenant's control, or any household member illegally uses a drug or the OWNER determines that there is a pattern of illegal use of a drug which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Any criminal activity by a Tenant, member of any Tenant's household or guest, and any such activity engaged in on the premises by any other person under the Tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, including OWNER's 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.
- 5) 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.

OWNER shall, upon the giving of appropriate notice, terminate or refuse to renew this Lease if, either prior or subsequent to admission, the Tenant or any member of Tenant's household, is subject to the lifetime sex offender registration, or the Tenant or any member of Tenant's household has falsified information or otherwise failed to disclose his or her criminal history on the application and/or recertification/re-examination forms.

OWNER shall also have the right to not renew this Lease and terminate this Lease at the end of the term if a family member fails to comply with a service requirement, or to terminate this Lease at any time if the OWNER offers to the Tenant a lease revision to an existing lease that is on a form adopted by the OWNER, the Tenant receives written notice of the lease revision sixty (60) days prior to the lease revision taking

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effect and the Tenant fails to accept the revision within said sixty (60) day period.

The word “premises” for purposes of Section 12 shall mean the dwelling unit identified on page 1 hereof and the development in which the dwelling unit is located, including all common areas and grounds.

- B. OWNER shall give written notice of termination of this Lease, as follows:
- 1) Fourteen (14) days in the case of failure to pay rent.
 - 2) A reasonable time, taking into consideration the seriousness of the situation: (but such time shall not exceed thirty (30) days.)
 - a. If the health or safety of other residents, Owner’s employees, or persons residing in the immediate vicinity of the premises is threatened.
 - b. If any member of the household has engaged in any drug related criminal activity or violent criminal activity.
 - c. If any member of the household has been convicted of a felony.
 - 3) Fifteen (15) days in all other cases.
- C. The notice of termination to Tenant shall state the reason for termination, inform Tenant of Tenant’s right to make such reply as Tenant may wish, and of Tenant’s right to examine OWNER’s documents directly relevant to the termination or eviction. Tenant shall be allowed to copy any such document at Tenant’s expense. The notice shall also inform Tenant of Tenant’s right to request a hearing in accordance with OWNER’s Grievance procedures, if applicable. If the Grievance Procedure is not applicable, the notice will so provide and further advise the Tenant of the judicial eviction procedure OWNER will use for eviction of the Tenant, the reason OWNER is using the judicial eviction procedure and whether the eviction is for criminal activity or drug related criminal activity.
- D. Tenant shall not be afforded an opportunity for a hearing under OWNER’s Grievance Procedure concerning a Lease termination for criminal activity or drug-related criminal activity as provided in section 13.B hereof.
- E. When Tenant is afforded an opportunity for a hearing pursuant to OWNER’s Grievance Procedure concerning a lease termination, this Lease shall not terminate until the time for the Tenant to request a grievance hearing has expired and, if a hearing was timely requested by the Tenant, the grievance process has been completed.

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- F. Nothing herein shall be construed to preclude OWNER from exercising any other rights and remedies it may have at law or in equity.

13. GRIEVANCE PROCEDURE:

- A. Except as provided in Subsection B below, all disputes concerning the obligations of the Tenant or OWNER under this Lease shall be processed and resolved pursuant to OWNER's Grievance Procedure in effect at the time such grievance or appeal arises, which procedures shall be posted in OWNER's Management Office and are incorporated herein by reference thereto.
- B. Evictions or tenancy terminations which involve any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises or other residents or employees of OWNER, or any drug-related criminal activity on or off such premises shall not be subject to OWNER's Grievance Procedure.
- 1) The term "drug-related criminal activity." means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802.
- C. When a dispute concerning the obligations of the Tenant or OWNER under this Lease is subject to the grievance procedure, OWNER will not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and if a hearing was timely requested by the tenant, the grievance process has been completed.

14. WAIVER:

By failure to exercise any available right or remedy as is provided herein, neither OWNER nor Tenant shall waive the right to do so at a later date for similar or other causes, unless otherwise expressly provided herein.

15. MODIFICATIONS:

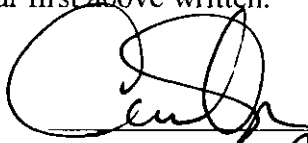
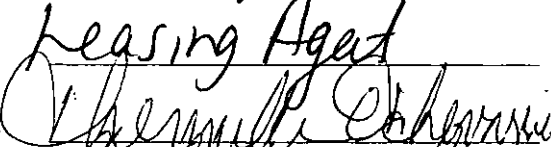
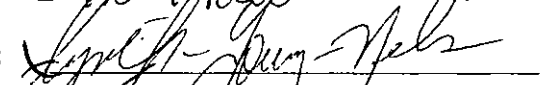
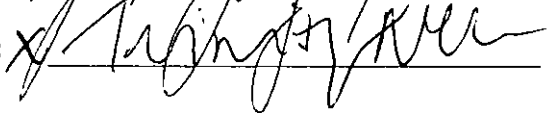
Any modifications of this Lease shall be accomplished by a written rider to the Lease executed by OWNER and Tenant, except as follows:

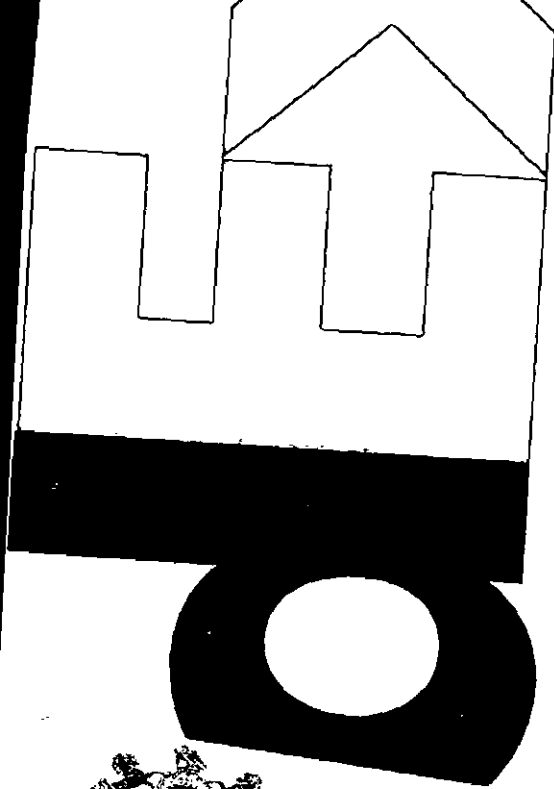
- A. Rent redetermination which is to be accomplished by the procedures set forth in Section 3 hereof; and
- B. Special charges for services, repairs, utilities, the rules and regulations for which are incorporated in this Lease by reference thereto and which shall be publicly posted in a conspicuous manner in the OWNER's Management Office and furnished to Tenant on request. If such schedules, rules and regulations are modified, OWNER shall give

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at least a thirty (30) day written notice to each affected Tenant setting forth the proposed modification, the reasons therefore, and provide the Tenant an opportunity to present written comments which shall be considered by OWNER prior to the effective date of the proposed modification.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

By:		Date:	<u>5</u> / <u>10</u> / <u>2017</u>
Title:	<u>Leasing Agent</u>	Date:	<u>5</u> / <u>10</u> / <u>2017</u>
Witness:		Date:	<u>5</u> / <u>10</u> / <u>2017</u>
TENANT:		Date:	<u>5</u> / <u>10</u> / <u>17</u>
TENANT:		Date:	<u>5</u> / <u>10</u> / <u>17</u>



Express

ORIGIN ID:HARA (610) 355-8506
CYNTHIA NELSON
43 LAMPORT RD
UPPER DARBY, PA 19082
UNITED STATES US

SHIP DATE: 06JUL20
ACTWGT: 0.01 LB
CAD: 6996794/SSFE2110
BILL CREDIT CARD

Part # 156297 06/13/20 156297 06/13/20 06/21

TO

PUC
400 NORTH STREET

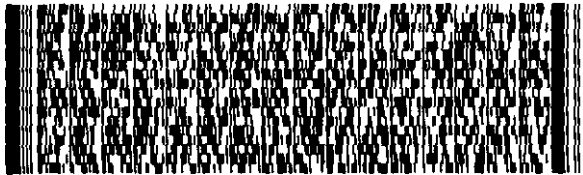
HARRISBURG PA 17120

(717) 787-1827
YHU:
PQ:

REF:

DEPT:

156297 06/13/20 156297 06/13/20 156297 06/13/20



FedEx
Express



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CMPC

To: PUC MASTER

Agency: PUC

Floor:

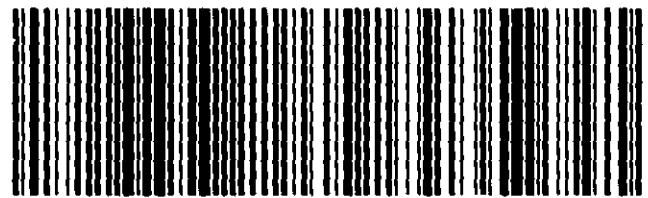
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TUE - 07 JUL 10:30A
PRIORITY OVERNIGHT

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