



STATE OF NEW YORK
**DIVISION OF HOUSING AND
 COMMUNITY RENEWAL**
 38-40 STATE STREET
 ALBANY, NEW YORK 12207
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 Email: dhcrinfo@dhcr.state.ny.us

George E. Pataki, Governor

LEASE FOR PROJECT UNITS WITH HOME FUNDS

1. This is a residential lease between the owner (Landlord) of _____ (address)
 and Tenant(s) _____.

2. **PREMISES**
 The lease is for apartment # _____ in the project known as:
 _____, New York.

3. **LEASE TERM**
 The tenant may choose a lease with a term of one or two years. This lease is from _____ to
 _____.

4. **PERMITTED RESIDENTS**
 Except as otherwise permitted by law the Tenant agrees that it is a violation of the lease to permit any individuals other than those listed in this paragraph to reside in the premises. Subletting is not allowed without prior written consent of the Landlord.

The individuals to reside in the unit are:

5. **ELIGIBILITY FOR BELOW MARKET RENT**
 The Landlord is obligated by the Housing Trust Fund Corporation (“HTFC”) and the New York State Division of Housing and Community Renewal (“DHCR”) to maintain the project for occupancy by Persons of Low Income. The construction of the apartment was subsidized pursuant to Subtitle A of Title II of the National Affordable Housing Act of 1990, by the State of New York with funding administered by DHCR/HTFC. The rent paid by an eligible Tenant will be lower than the Tenant would have had to pay if the subsidy had not been provided. Tenant agrees to provide correct and current information to the Landlord regarding Tenant's household income, household composition and any other items necessary for Landlord to determine Tenant's continued eligibility to reside in the premises at a below market rental rate.

Determination of eligibility will be made prior to initial occupancy and thereafter, on the annual anniversary date of occupancy. Tenant agrees to provide any appropriate verification of the required information as reasonably requested by the Landlord.

6. **MONTHLY RENTAL PAYMENTS, CALCULATION**

Monthly rental payments in the amount of \$_____ ("Monthly Rent") will be due on the first day of each month. Monthly Rent payments shall be paid to:

_____, New York.
(address)

Monthly rent includes payment for the following utilities:

Monthly rent includes payment for the following services:

Payment for all other utilities and services are the responsibility of the Tenant, including, but not limited to telephone, and cable TV.

7. **LEASE RENEWAL**

Forty five days prior to the end of the term of this lease, the Landlord shall offer a new lease to Tenants in good standing. In the event that the Landlord fails to offer the Tenant a new lease, Tenant shall be entitled to stay in the unit under the same terms and conditions as are set forth in this lease until the Landlord has fulfilled its obligation to give the Tenant forty five days notice of Tenant's opportunity to sign a new lease.

8. **TERMINATION OF TENANCY**

- A. Tenant may terminate this agreement prior to the end of the lease for good cause such as moving to another location for employment, loss of job, severe illness, death of spouse or other reasons customary in the community. The Tenant must notify the Landlord in writing at least thirty (30) days before intending to leave, or Tenant must pay the rent (and utilities) for an additional month unless the unit is re-rented.
- B. The Tenant understands that it is not the purpose of the security deposit to be used for the last month's rent.
- C. Any termination of this lease by the Landlord must be carried out in accordance with federal, state and local law, and the terms of this lease. The Landlord may terminate this lease only for:
 - 1) Tenant's material noncompliance with the terms of this lease, such as (but not limited to): nonpayment of rent, repeated late payment of rent, illegal activities, permitting unauthorized persons to live in the unit, serious or repeated damage to the unit or common areas, creation of physical hazards, serious or repeated interference with the rights and quiet enjoyment of other tenants and giving the Landlord false information regarding income or other factors considered in determining the Tenant's rent payment or eligibility for residence in the premises, or failure to provide such information to the landlord upon request.
 - 2) Tenant's failure to carry out obligations under any state or local law or regulations; and
 - 3) Other good cause.

9. **VIOLATION OF TERMS OF LEASE - PROCEDURE**

If Tenant does not comply with the terms of the lease except in the cases of nonpayment of rent, Landlord will do the following:

- A. Send Tenant a written notice demanding that Tenant live up to the terms of the lease within 10 days; and
- B. If Tenant does not comply within that time, Landlord will send Tenant a second written notice terminating the lease 30 days after the second notice is received by Tenant. On that day Tenant is to vacate the apartment and return the keys to the Landlord. If Tenant does not vacate, Landlord may start eviction proceedings within requirements of the New York State law.

10. **ABANDONED PROPERTY**

Landlord shall notify Tenant of Landlord's policy regarding the disposition of property left in the apartment or elsewhere on the premises after termination of this lease.

11. **SECURITY DEPOSIT AND REFUND POLICY**

The Tenant shall pay Landlord \$_____ as a security deposit. Security deposits will be held in a Tenant bank account selected by the Landlord. Any interest earned will be paid to the Tenant, less statutorily allowed handling and administration charges. In order to get a refund of the security deposit the Tenant must provide the Landlord with a 30 day written notice of intent to move out. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined under the following conditions and procedures:

- A. After the Tenant has moved from the unit, the Landlord will inspect the unit and prepare a written inspection report. The Landlord will permit the Tenant to participate in the inspection if the Tenant so requests.
- B. The Landlord will refund to the Tenant the amount of the security deposit after deducting the following, as applicable:
 - 1) Damages that are not due to normal wear and tear and are listed on the "unit inspection report";
 - 2) Unpaid charges for repairs, late payment of rent and returned checks;
 - 3) Lock-related-charges; and
 - 4) Unpaid rent.
- C. The Landlord agrees to refund the amount due as soon as possible after the Tenant has vacated the unit. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord, the Landlord agrees to meet with the Tenant and discuss the disputed charges.
- D. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to the Tenant first identified in paragraph 4 of this lease.

12. **LATE FEES, RETURNED CHECK POLICY**

There will be a late fee of \$_____ for any payment made after the fifth of any month. The Landlord may collect a \$15.00 administrative fee plus bank charges on any check not honored for payment. After the second occurrence, the Landlord may require payment in a form other than a personal check. Extra charges will be due immediately.

13. **OBLIGATIONS OF LANDLORD AND TENANT**

A. The Landlord agrees to:

- 1) Regularly clean all common areas of the project;
- 2) Maintain the common areas and facilities in a safe condition;
- 3) Maintain all building systems and Landlord provided equipment and appliances in a safe and working order;
- 4) Make necessary repairs with reasonable promptness;
- 5) Maintain outside lighting in good working order;
- 6) Provide extermination services as necessary;
- 7) Maintain the grounds and shrubs;
- 8) Annually ensure that smoke detectors in the unit and common areas are in good working order; and
- 9) Maintain the buildings and common areas in accordance with the local housing codes and regulations.

B. The Tenant agrees to:

- 1) Keep the unit clean and sanitary;
- 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 project;
- 4) Not destroy, deface, damage or remove any part of the unit, common areas or project grounds;
- 5) Give the Landlord prompt notice of any defects in plumbing, fixtures, appliances, heating or cooling equipment or any other part of the unit or related facilities;
- 6) Remove garbage and other waste from the unit in a clean and safe manner and dispose of it in the designated method;
- 7) To fully cooperate with the Landlord to achieve compliance with requirements for waste separation and recycling;
- 8) Not leave children unsupervised;
- 9) Not disturb the peaceable occupancy of others;
- 10) Not give keys to individuals not residing in the unit without prior written approval of the Landlord; and
- 11) Not create any conditions on the premises which pose a threat to the health or safety of any person or persons.

14. **DAMAGES AND PROHIBITED ALTERATIONS**

A. The Landlord will make repairs to the apartment, its fixtures and equipment, which are necessary because of carelessness, misuse or neglect by the Tenant or his/her visitors.

The Tenant agrees to pay for the actual costs of said repairs within 30 days after receipt of the Landlord's demand for payment.

B. The Tenant agrees that the following alterations are prohibited without first obtaining the Landlord's written permission:

- 1) Change or removal of any part of the appliances, fixtures or equipment in the unit;
- 2) Painting, or installation of wallpaper or contact paper in the unit;
- 3) Attachment of awnings or window guards in the unit;
- 4) Attachment or placement of any fixtures, signs or fences on the building(s), the common areas or the project grounds;
- 5) Attachment of any shelves, screen doors or other permanent improvements in the unit;
- 6) Installation of washing machines, dishwashers, dryers, fans, freezers, heaters or air conditioners in the unit; or
- 7) Placement of any aerials, antennas or other electrical connections on the unit.

15. **TENANTS USE OF PREMISES, RIGHTS OF OTHER TENANTS**

The Tenant agrees that the apartment will be used only to live in and that the apartment is Tenant's primary residence and will not be used as a place of business. The Tenant and their guests may not use the apartment to conduct illegal activity. The Tenant agrees that they and their guests may not cause damage to the apartment, the building, the grounds, or the common areas, or to interfere with the rights of other tenants to live in their apartments in peace and quiet. Landlord agrees to do nothing which would prevent or interfere with Tenant's legal use of the apartment.

16. **REPAIR AFTER FIRE OR OTHER EVENT**

If the apartment is damaged by fire or other event, not the fault of the Tenant and cannot be lived in, the Landlord shall have the right to repair and rehabilitate the building within a reasonable amount of time, or, with DHCR/HTFC approval, shall have the right to terminate the lease.

17. **LANDLORD'S RIGHT TO ENTER PREMISES**

The Landlord may enter the unit in the event of an emergency, or after advance notice and during reasonable hours: as part of a periodic inspection; as part of a preventive maintenance program; or to show the unit to prospective tenants after the Tenant has given notice of intent to move. The Tenant agrees not to install additional or different locks on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this lease ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant for lock-related charges in accordance with the attachment "schedule of charges".

18. **ADDITIONAL RULES**

The Tenant agrees that Tenant's family and guests will obey all house rules which are attached to this lease and any procedures outlined. The Tenant agrees to obey additional rules established after the effective date of this lease if the rules are related to the safety, care and cleanliness of the building, and the safety, comfort and convenience of the tenants, and if the Tenant received written notice of the proposed rule at least 30 days before the rule is enforced.

19. **SEPARATE REMEDY FOR ADDITIONAL CHARGES**

Owner agrees to accept Tenant rental payments and to seek separate legal remedy for the collection of any other charges which may be payable to owner by Tenant.

20. **NOTICES**

Notices to Tenant: Any required notice from Landlord to Tenant must be (A) personally delivered or (B) in writing, (1) signed by or in the name of Landlord or Landlord's agent, and (2) addressed to Tenant at the apartment and sent by certified mail to Tenant at the unit.

Notices to Landlord: Tenant will give all required notices to Landlord in writing, delivered personally or sent by mail to Landlord at (address):

or at such other address as Landlord may designate. It is suggested that the notice be sent by certified mail.

21. **HOUSEHOLD SIZE**

Tenant understands that the Landlord will assign the units according to the size of the household in accordance with DHCR/HTFC requirements of no more than two persons per bedroom and no more than two persons for a zero bedroom unit. The Landlord must offer the Tenant from among available units in the development a lease for a unit of appropriate size if a Tenant's household size increases or decreases so that it is not within these guidelines. Except as otherwise prohibited by law, Tenant's refusal to move into a unit of appropriate size when requested to do so would constitute good cause for termination of the lease and Tenant agrees to vacate the unit if requested to do so by the Landlord.

22. **TENANT ASSURANCES**

The Tenant makes the following statements:

- A. I understand that should I receive rental benefits to which I am not entitled due to my/our failure to provide information, or due to incorrect information provided by me or on my behalf by others or by any other household member, I will be required to make restitution and I agree to pay any amount of benefits to which I was not entitled.
- B. I agree to promptly provide any certificates and income verifications required by the Landlord to permit determination of eligibility and, when applicable, the monthly Tenant rent to be charged.
- C. I agree that I shall provide the Landlord a person(s) to contact in the event of death or emergency.

23. **EFFECT OF SALE OF PREMISES**

The terms of this lease shall continue in effect in the event that the premises are transferred to a new owner.

24. **NO ORAL AMENDMENTS**

This Lease may not be changed except by a written agreement signed by the Landlord and the Tenant.

25. **RENT STABILIZATION RIDER**

The Landlord and the Tenant agree to execute a rent stabilization rider as approved by the HTF if and when the apartment becomes subject to the terms of the Rent Stabilization Law.

SIGNATURES: **The Tenant and the Landlord have each received identical copies of the lease; each copy signed and dated by both Landlord and Tenant.**

TENANT

LANDLORD

TENANT

DATE

DATE

ATTACHMENTS:

- APPENDIX A
- EXHIBIT D SUMMARY OF TENANT RIGHTS AND OBLIGATIONS (FOR LIHC PROPERTIES)
- HOUSE RULES AND REGULATIONS
- PET POLICY/RULES (IF APPLICABLE)
- APARTMENT INSPECTION

HOUSE RULES AND REGULATIONS

The Tenant may not:

- A. Have pets or animals of any kind in the unit other than those expressly permitted in writing in Pet Rules as may be established by the Landlord.
- B. 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 which will not disturb the neighbors.

APPENDIX A

1. **PURPOSE**

This Appendix sets forth how your monthly rent will be determined, and the circumstances under which your monthly rent set forth on page ____, paragraph 6 of your lease may increase or decrease.

2. **HOW RENTS ARE ESTABLISHED**

All rent increases must have prior review and approval by the DHCR's Asset Management Unit.

Every HOME-assisted unit is subject to rent limits designed to help make rents affordable to low-income households. The rents are published annually by HUD, and limit the amount of rent which can be charged to a tenant. In order to further maintain the affordability of HOME projects under the supervision of the DHCR/HTFC, rent increases are required to be directly related to the project operating expenses.

3. **INCREASES IN RENT (AFTER 30 DAYS NOTICE)**

A. Your monthly rent may increase each calendar year if approved by DHCR/HTF.

B. Your monthly rent may also increase if your household's income increases.

C. Tenants must be given at least 30 days written notice before any increases are collected.

4. **DECREASES IN RENT**

You are not entitled to decreases in rent based on decreases to your income or decreases in rent subsidies, however, you should report such decreases to the Landlord. The Landlord may decrease your rent, but not below the amount determined by DHCR/HTF to be necessary to pay the expenses of the Project, if:

A. Any such rent subsidy you are receiving is decreased. The monthly rent for your unit may be decreased accordingly at the discretion of the Landlord; or

B. Your household's income is significantly reduced. Your monthly rent may be decreased accordingly at the discretion of the Landlord.