

LEASE - WELLES VILLAGE

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Housing Authority of the Town of Glastonbury, referred to as Landlord, and, the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at _____.

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

Name	Date of Birth	Social Security Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. Proposed additions shall complete an application, and the Landlord shall approve the additions if they pass the screening process and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days.

If the Resident is incapable of complying with this Lease, the Landlord should contact the following person: _____ and phone number is _____.

2. **LEASE TERM:** This Lease shall begin on _____, and shall terminate on _____. The term shall be one year and shall automatically renew for another year, unless terminated as provided in this lease.
3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$ _____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$ _____.

_____ This rent is based on the Authority-determined flat rent for this unit (Flat rent).
 _____ This rent is based on the income and other information reported by the Resident (Formula rent).

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula rent at any time if the family's income has decreased; on-going expenses for child care or medical expenses have increased; or such other situations as determined by the Landlord.

This amount is due on the first day of each month at the Housing Authority of the Town of Glastonbury office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

If Resident fails to make the rent payment by the tenth day of the month, Landlord may terminate this lease. A late charge will be imposed by the Landlord which will become due and collectible as part of the rent. Any check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge a returned check fee will be charged. The late charge, returned check fee, or any additional charges relating to summary process eviction, including but not limited to notices to quit, writs, and other legal proceedings, are listed in the Schedule of Charges, which is hereby incorporated by reference. All such charges imposed shall become due and collectible as part of the rent.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

4. **SECURITY DEPOSIT:** The Resident has paid the amount of \$150.00 to the Landlord as a Security Deposit.

The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit. The Security Deposit shall be forfeited if the Resident fails to provide proper notice in terminating this Lease.

Within 30 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit with interest at the rate provided by State law after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which the Landlord returns the Security Deposit.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit.

5. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in of this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord;
- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, on the property grounds, or within fifteen hundred feet of the property;
- d. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- e. permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- f. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.
- g. Fail to obey and follow regulations adopted by us for the use of the unit and the building and property in which it is situated.

Every adult public housing resident is required to contribute eight (8) hours per month in community service or to participate in a self-sufficiency program. The following persons are exempt from the Community Work/Self-Sufficiency Requirement:

- Persons 62 or older
- Blind or Disabled
- Employed
- Welfare to Work Program Participant and/or complying with welfare to work

The Landlord will determine tenant compliance with the Community Work/Self-Sufficiency Requirement on an annual basis. Failure to comply with the Community Work/Self-Sufficiency Requirement is a breach of this lease, and is grounds for termination and/or non-renewal.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the written consent of the Landlord, foster children and/or adults and the live-in care giver of the Resident's family.

The Resident shall not keep any pets on the premises unless the Resident and Landlord have executed an Addendum to this Lease and to the Rules and Regulations specifically permitting a Resident to keep a pet on the premises. The provisions of said executed Addenda are incorporated by reference and are a part of this Dwelling Lease.

With the written consent of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes, where the Landlord determines that such activities are incidental to the permitted use of the of the dwelling unit for residence by members of the unit. The business must not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Landlord, is attached to this Lease.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

7. **UTILITIES:** The Housing Authority of the Town of Glastonbury shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control: Water, sewer, and garbage removal.

The Resident agrees to pay for the following utilities: Gas, electric, phone, cable, and any other utility services.

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in the Landlord's office. The Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule.

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, Residents who are paying a formula rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Tenant shall certify that any information they provide is truthful and accurate. The Landlord shall verify the information supplied by the Resident utilizing third party documentation and use the verified information to establish the amount of the Resident's rent for the next year. Failure on the part of the Tenant to supply accurate information for recertification shall be grounds for lease termination and eviction.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification, and are subject to the same requirements as formula based residents.

9. **INTERIM RENT ADJUSTMENTS:** Both formula and flat rent Residents must promptly report to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertifications:

A member has been added to the family through birth, adoption, or court-awarded custody.
A household member is leaving or has left the family unit.

In addition, Residents paying formula rents may report the following activities that occur between Annual Rent Recertifications:

- a. Increase or decrease in annual income and expenses of more than \$1,000;
- b. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.

- a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances, if such notice is given by the 15th of the previous month.
- b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due, unless the increase results from the misrepresentation or omission of facts given to the Landlord.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

11. **RESIDENT OBLIGATION TO COOPERATE AND REPAY:** Residents who pay a formula based rent shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Resident does not submit rent review information by the date specified in the Landlord's request; or
- b. Resident submits false information at Admission or at an annual, special, or interim review, or,
- c. Resident fails to notify the Landlord of changes to income of more than \$1,000 per annum.
- d. Resident has a verified discrepancy of unreported or underreported income as communicated by a state or federal agency.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

When a resident owes the Landlord back charges and is unable to pay the balance by the due date, the resident may request that the Landlord allow them to enter into a Repayment Agreement. The Landlord has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction.

Periodically, HUD or the Landlord may send notifications to residents regarding discrepancies between the income reported to HUD and the amount reported to the Internal Revenue Service or other state and federal agencies. The Resident has an affirmative duty to respond to such notifications, and any failure to respond to such notifications is a violation of material terms of the Lease, and the Landlord may terminate the Lease.

12. **MAINTENANCE:**

The Resident Agrees To:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition, and to perform seasonal maintenance or other maintenance tasks including but not limited to, mowing of lawns, raking leaves and removal of snow;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- g. not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location;
- h. comply with all obligations imposed by applicable provisions of building, housing and health codes materially affecting health and safety, including the removal of garbage and other waste from the dwelling unit in a clean and safe manner; and
- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. The Schedule of Charges is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred.

The Landlord Agrees To:

- a. maintain the premises and the property in decent and safe condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. make necessary repairs to the premises;
- d. keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- e. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
- f. 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 the landlord;

- g. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish and other waste removed from the premises by the Resident.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The Resident shall immediately notify the Landlord;
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. paint or install wallpaper or contact paper in the dwelling unit;
- c. attach plant hangers, awnings or window guards in the dwelling unit;
- d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f. install or alter carpeting, resurface floors or alter woodwork;
- g. install ceiling fans, heaters, or other attached appliances in the dwelling unit;
- h. place any aerials, antennas or other electrical connections on the dwelling unit;
- i. install additional or different locks or gates on any doors or windows of the dwelling unit or install an electronic security system; or
- j. operate a business as an incidental use in the dwelling unit.

14. **ACCESS BY LANDLORD:** The Landlord shall provide one (1) day written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident hereby agrees to permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes.

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists, to verify the abatement of housing code or building code violations, if the Resident asks the Landlord to do work in the unit, or to complete extermination services for the building in which the Resident's apartment is located. The Resident agrees to indemnify the Landlord for injuries suffered on the premises by others.

15. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move, not to exceed sixty (60) days. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

16. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent, failure to make payments under a Repayment Agreement as stated in Section 11 of this Lease, nonpayment of other charges due under the Lease, including but not limited to utility charges, repair charges, late fees or returned check fees, etc.;
 - b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process, or failing to respond to notifications from HUD or the Landlord regarding income discrepancies;
 - c. furnishing false or misleading information during the application or review process;
 - d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
 - e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
 - f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
 - g. failure to abide by applicable building and housing codes materially affecting health or safety;
 - h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
 - i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
 - j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
 - k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
 - l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
 - m. failure to abide by the provisions of the pet policy;
 - n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
 - o. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - p. failure to perform required Community Work/Self-Sufficiency Service unless exempted therefrom as provided in for in Section 5 of this lease;
 - q. failure to allow inspection of the dwelling unit;
 - r. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
 - s. determination or discovery that a resident is a registered sex offender; or
 - t. any other good cause.
17. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid.

18. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord 30 days written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.
19. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, this lease will

terminate. The Landlord shall obtain possession of the unit in accordance with of the Connecticut General Statutes. In any event, the termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then the Landlord may terminate the Lease.

20. **PROPERTY ABANDONMENT:** If a Resident abandons the dwelling unit, the Landlord shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property to the extent required by law. The landlord will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the Resident all these costs.

22. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Resident, to an adult member of the Resident's family residing in the dwelling unit, to the dwelling unit if no one is present to accept delivery, or sent to the Resident by First Class or Certified Mail.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, and addressed to: The Housing Authority of the Town of Glastonbury.

If the Resident is visually impaired, notices shall be in accessible format.

23. **GRIEVANCES:** The terms of the Grievance Procedure are incorporated as part of this Lease, and are posted in the Landlord's office.

24. **RULES AND REGULATIONS:** The Resident agrees to obey any Rules and Regulations. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change.

25. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, martial status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

26. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.

Attachments: Rules and Regulations, Schedule of Charges, Utility Allowance and Excess Utility Charge Policy, Grievance Procedure, Lead Based Paint Disclosure Statement.

Signatures:

RESIDENT: 1) _____ Date _____

2) _____ Date _____

LANDLORD: _____ Date _____
Housing Authority of the Town of Glastonbury