

2) Tenant shall report to AHA any increases of 10% or more in gross household income, and any changes in exclusions, and deductions by the seventh day of the month following the month in which the increase/change occurred. Tenant may also report any decreases in income. (See Attachment A). Tenant shall also report all changes in household size.

3) If Tenant fails to pay all or any part of the rent within:

a) seven days of its due date, the AHA may declare unpaid rent delinquent and issue a Notice of Termination of lease.

b) thirty days of its due date, the AHA may charge Tenant interest in an amount not to exceed 1 1/2% per month or such limit as allowed under state law. By charging interest for late payment of rent the AHA shall not have excused Tenant's breach of Tenant's obligation to pay rent, and the AHA shall retain the rights to issue a Notice of Termination of the lease, to bring eviction proceedings against Tenant and to collect arrearages, constable fees and costs on account of the Tenant's failure to pay rent when due.

PAYMENT FOR UTILITIES

Tenant shall pay the cost of the following utilities as marked:

Electricity Heating fuel Gas

AHA shall pay the cost of the following utilities as marked:

Water Sewer Electricity Heating Fuel **Gas**

TENANT RESPONSIBILITIES

The Tenant shall:

A) Pay rent and the cost of any utilities for which the Tenant is responsible. Tenant shall provide and shall cause each other adult household member to provide to the AHA his/her social security number as permissible under law and authorize use of such number to verify income and assets of the household through the Massachusetts Department of Revenue's integrated tax system, wage reporting, bank match systems, or other similar systems of verification.

B) Shall cause all household members, and guests to: conduct themselves in a quiet and peaceful manner; not make unreasonably loud noises in or outside the unit; not injure, endanger, threaten, harass, or unreasonably disturb other residents, AHA officers, employees and other persons lawfully in the unit or on the AHA property. Tenant is responsible for the conduct of all household members and guests.

C) Not permit any guest to remain on the premises more than 21 days in a 12 month period unless approved in writing by the AHA. A guest is a person who

has the permission of a household member to be on the premises, and who is not listed as an authorized household member on page one (1) or on an addendum.

D) Keep the unit in a safe, clean and sanitary condition and shall properly store and dispose of all garbage, trash, and any other waste. Tenant shall not damage and shall cause household members and guests not to damage the unit or any other property of the AHA and shall properly use the plumbing and other utility services; and shall not install any major appliances or waterbeds except in accordance with the AHA written rules and policies.

E) Pay the cost of labor and materials necessary to repair or replace any AHA property damaged or destroyed by the negligence or intentional act of a tenant, a household member or guest upon receipt of a bill.

F) Notify the AHA of any repairs or maintenance needed to the unit and/or the common areas and grounds.

G) Not keep pets in the unit or on AHA property except in accordance with AHA written rules and policies and/or DHCD (Department of Housing and Community Development) regulations.

H) Not make or allow alterations or additions to the interior or exterior of the unit or any building owned by the AHA without prior express written approval of the AHA.

I) Sign a new lease or lease addendum whenever necessary following reasonable notice to reflect a change of rent, or additions or deletions of household members or terms and conditions of tenancy.

J) Not remove any smoke detectors, batteries and/or other fire safety equipment in the unit, building and/or common areas. Tenant shall not damage or destroy any such detector or other fire safety equipment or render it inoperable. Tenant shall give immediate notice to the AHA of any detector or fire safety equipment that does not work.

K) Pay the HAA costs in an eviction action if the action results in voiding of the lease, eviction, or if the payment of the costs by tenant is specified in a agreement for judgment.

L) Live and each household member shall live in the unit at least nine months in any twelve month period unless the AHA has approved a medical hardship exemption.

M) Transfer to a unit of appropriate size if warranted by a family size decrease, for modernization work, or for other good cause, as approved by DHCD, upon a written 30 day notice to the tenant by the AHA.

N) Use unit solely for a private dwelling unit except as otherwise allowed for legal profit-making activities by DHCD regulations and AHA approval, and to not take in boarders and/or lodgers. Tenant shall not sublet or transfer possession of the unit.

O) Comply with all AHA written rules and practices.

P) Permit access as provided in Section III Unit Entry.

Q) Comply with an order of a Massachusetts Court with jurisdiction that determines entitlement to continued occupancy in the event of divorce, separation, or entry of a protective order.

R) Refrain and shall cause household members to refrain from any and all criminal conduct in or near the unit or on AHA property and its vicinity and to refrain from serious criminal conduct outside AHA property.

IL HOUSING AUTHORITY RESPONSIBILITIES

The AHA shall:

A) Provide a decent, safe and sanitary unit in compliance with Chapter II of the State Sanitary Code, with re-keyed locks and a working stove at the effective date of the lease.

B) Provide and maintain in good condition the heating and hot water facilities for the unit and provide heat and hot water where applicable.

C) Provide reasonable extermination services.

D) Maintain the structural elements of the building containing the unit.

E) Maintain common areas of the building and grounds.

F) Make repairs to the unit as required by the State Sanitary Code within a reasonable period of time after Tenant's notification.

G) Notify tenant in writing of the specific reasons for any proposed action against the tenant and to notify the tenant of his/her rights to request a grievance hearing if available (see Section V).

H) Preserve the confidentiality of records in accordance with applicable laws.

I) Respect tenant's right to organize and to join a tenant organization and/or local tenant organization and provide, when requested, copies of pertinent rules, regulations, and policies at no charge unless the tenant has already received copies.

J) Redetermine tenant's rent promptly as the time of annual redetermination and as required by DHCD regulation in accordance with Attachment A.

K) Process tenant's application for transfer promptly.

L) Process applications that seek to add a household member promptly. In the event tenant ceases to occupy the unit, a household comprising the remaining household members may be given permission for continued occupancy pursuant to 760 CMR 5.03. In the event of divorce, separation, or entry of a protective order, a Massachusetts Court with jurisdiction may determine entitlement to continued occupancy pursuant to 760- CMR 5.03.

M) Begin eviction if it is warranted and likely to succeed when the AHA determines that a tenant's, household member's or guest's behavior has harassed or jeopardized the health or safety of another tenant, member of their household, AHA employee, or other people legally on the premises.

N) Provide reasonable and appropriate assistance to a household member who is a victim of domestic violence and re-key locks upon request of a household member who has a restraining order against another household member. AHA may waive re-keying charges when circumstances warrant.

O) Provide and maintain appropriate receptacles for deposit of rubbish/garbage removal.

UNIT ENTRY

The AHA may enter, and the tenant will permit access to the unit for the following reasons:

- 1) Inspection of the unit;
 - 2) Maintenance repairs and improvements as required by the AHA;
 - 3) Making repairs in response to tenant request;
 - 4) Showing unit for re-leasing after tenant has given notice of lease termination;
- and
- 5) Emergencies endangering or appearing to endanger life or property.

If the tenant and AHA have not agreed upon a time, the AHA will give the tenant no less than 48 hours written notice prior to entering the unit for inspection, routine maintenance, repairs, improvements, and showing unit. If the tenant and AHA have not agreed upon a time, in response to a tenant's maintenance

request, the AHA will give the tenant no less than 24 hours notice. For emergencies, the AHA will give the tenant whatever notice is reasonable under the circumstances and the AHA will leave a written notice following entry with the time and reason for entry if no adult household member is present.

IV. TERMINATION OF LEASE AND GRIEVANCE PROCESS

A) The tenant may terminate this lease at any time of the month with at least thirty (30) days prior notice in writing delivered to, or mailed to the AHA.

B) The AHA may terminate this lease by giving a written Notice of Termination which may include a Notice to Quit at any time as follows: 1.) at least 14 days for non-payment of rent, 2.) a reasonable time when the grounds are such that grievance hearings are waived, 3.) no fewer than thirty days in any other case.

C) The AHA may terminate the lease for the following reasons:

- 1) Tenant's non-payment of some or all of the rent.
- 2) Tenant's failure to pay other money owed to the AHA under the terms of this lease.
- 3) Tenant's repeated late payment of rent as due under this lease.
- 4) A violation of the terms of this lease by tenant, by household member, or violations of the lease caused by a guest of the tenant or household member when the tenant or household member knew or should have known that there was a reasonable possibility that the guest might engage in the misconduct which violated the lease.
- 5) Household income exceeding the maximum allowed under applicable regulations, provided that the AHA may give the tenant six (6) months extension in the case of hardship preventing relocation.
- 6) Tenant's failure to give complete and accurate information necessary for determining rent or for continued occupancy, or failure to reasonably cooperate with the AHA in getting verification of the information.
- 7) Tenant's failure to give complete and accurate information in his/her application for public housing, if tenant knew or should have known the information was incomplete or inaccurate and if the AHA would have taken different action on the application or request if the AHA had complete and accurate information.
- 8) Tenant's failure to sign a lease or lease addendum upon written notice by the AHA because of changes in composition or income of the household, or if required or approved by the Department of Housing and Community Development (DHCD).
- 9) Tenant's or household member's failure to take all necessary steps to exclude a person from their unit or the AHA's property if they have knowledge or a court

order barring such person, or have agreed to a trespass notice which bars that person.

10) Failure by the tenant or household members to vacate a unit after being offered a replacement unit of appropriate size when required because of decrease in household size, modernization work or other good cause approved by DHCD.

11) Other good cause including criminal conduct.

D) Tenants whose leases are being terminated for reasons 2-11 above have a right to a grievance hearing as provided in Section V, B of this lease. Grievance rights are waived for serious criminal conduct as outline in Massachusetts General Laws Chapter 121 Section 32 and the AHA's approved Grievance Procedure.

E) No Notice of Termination of the lease or grievance rights shall be provided in the event that the AHA voids the lease in writing pursuant to the provisions of MGL, Chapter 139, Section 19.

V. GRIEVANCE PROCESS

A) Amount of Rent

The tenant may request a grievance hearing (written, and mailed or delivered to the ANA) as to the amount of rent owed within 14 days of receipt of a notice of the redetermined rent.

B) Lease Termination

1) The tenant may make a written request, mailed or delivered for a grievance hearing to the AHA within seven (7) days after the receipt of a notice of lease termination. The grievance hearing shall be held pursuant to the AHA's approved grievance procedure. At the grievance hearing any additional reasons for termination of lease, which arose subsequent to the date of the Notice of Termination, shall be considered so long as the AHA has delivered written notice to the tenant as to the additional reasons at least three (3) days before the hearing. If a reason for eviction arises within such three day period, an additional session of the hearing may be schedules to consider that reason with at least a three day prior notice.

2) In cases where the tenant is entitled to a grievance hearing and has made a timely request, the AHA shall not file a summary process summons and complaint pending the hearing and a decision or other resolution in the AHA's favor from the Grievance Panel or Hearing Officer.

C) Other Grievance Rights

Tenants may file other grievances pursuant to the AHA's approved grievance procedure.

VI. CHANGES

This lease which incorporates by reference 760 CMR 6.00 and other applicable regulations and Attachment "A" and _____ contain the entire agreement between the tenant and the AHA. The tenant agrees to be bound by the provisions and conditions as written. No changes or additions of this lease shall be made except by written addendum between the AHA and tenant or if changes or additions are required to comply with Federal or State statutes, DHCD regulations or waivers. The AHA shall give a thirty (30) day written notice to the tenant in advance of the effective date of the change. Notices for rent adjustments are not considered a change for the purposes of this paragraph.

Signed on this _____ day of _____, 2007

Tenant(s):

Amherst Housing Authority:

Person to contact in case of emergency:

name

address

phone

. address

ATTACHMENT A

ANNUAL AND INTERIM REDETERMINATIONS OF RENT

A. Annual redetermination: Tenant Must Submit Verified Information

The AHA shall redetermine the tenant's monthly rent, once annually in accordance with applicable regulations or authorization of DHCD. Each notice of redetermined rent shall be in writing and contain the following information.

1. The rental amount and the date when it will be effective
2. The calculation of tenant's monthly gross household income and monthly net household income used by AHA in determining tenant's rent
3. The tenant's right to, and the method of obtaining a hearing under the grievance procedure in the event of a factual error. For purposes of redetermination of rent (and for determining continued eligibility and appropriateness of unit size), the tenant shall submit within 30 days after a request from the AHA, complete and accurate statements and/or other information setting forth pertinent facts as to eligibility, income, exclusions, deductions, employment, and household composition of tenant and tenant's household signed under the pains and penalties and perjury. The tenant shall also provide authorization for AHA to obtain verification of such information from reliable sources with knowledge of the facts in order to insure its accuracy.

B. Interim Redetermination of Rent: Increase

The tenant shall report an increase of 10% or more in his/her monthly gross household income (including any changes in exclusions and deductions) which may require a rent determination by the AHA. The tenant shall report to the AHA by the 7th day of the month following the increase or change together with authorization for verification. Rent increases will be effective no less than 14 days after the AHA sends the tenant a notice of redetermined or adjusted rent; such notice may be sent before the AHA verifies the increase. If the tenant fails to report an increase or change of 10% or more in monthly gross household income (or to provide sufficient information upon which to calculate the rent) by the 7th day of the following month, any increase in redetermined or adjusted rent shall be effective retroactively to begin on the first day of the second month following the month in which the increase occurred. This shall not limit other remedies available to the AHA.

C. Receipt of Delayed Payments of Income

If the tenant or household member receives delayed payments of income and such income has not been previously reported, the tenant shall report receipt of the income to the AHA within 7 days after receipt. The AHA shall compute, charge and bill to the tenant a one time retroactive amount (without interest) which, if not delayed, would have been paid at a prior time during the tenant's tenancy.

D. Consequences of Nondisclosure or Misrepresentation of

Income If the tenant misrepresents, fails to disclose, or fails to disclose in a timely manner pertinent information affecting the tenant's new household income, the tenant shall pay to the ANA any rent which should have been paid but for the tenant's misrepresentation or nondisclosure, and any applicable interest for the period of nonpayment. Such misrepresentation or nondisclosure shall also constitute cause for termination of lease and eviction if the consequent underpayment of rent was 10% or more of the monthly rent which should have been paid.

E. Interim Redetermination of Rent: Decrease

If the tenant's monthly gross household income decreases, rent shall be redetermined if the tenant requests a redetermination and authorizes verification of the decrease. Any rent decrease shall be effective on the first rent payment day after the AHA receives reliable verification of the decrease or at such earlier time as the AHA shall find to be warranted in the event that verification is delayed.