

**Northampton Housing Authority  
49 Old South St.  
Northampton, MA. 01060**

**Dwelling Lease for Federal Housing**

*Documento importante: dejalo a alguien para traducción.*

**A. Tenant Family, Unit, and Lease Term**

1. The Northampton Housing Authority (NHA) agrees to rent to:

( Tenant) \_\_\_\_\_;

the Apartment (unit) located at: \_\_\_\_\_, Northampton, MA.

Development: \_\_\_\_\_; Project Number: \_\_\_\_\_; Unit: \_\_\_\_\_

No. of Bedrooms: \_\_\_\_\_; commencing on: \_\_\_\_\_ (date).

2. The lease shall have a twelve month term. Except as provided below, the lease term shall be automatically renewed for the same period, with the exception that the NHA may not renew the lease if the tenant has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program in accordance with Federal Regulations, 24 CFR 960, Subpart F. At any time, the NHA may terminate the tenancy for cause in accordance with Section K of this lease and Federal Regulations, 24 CFR 966.4(l).

3. The persons listed below are the only household members who shall live in the unit:

_____	_____
_____	_____
_____	_____
_____	_____

**Compliance with Violence Against Women Act (VAWA)**

The NHA retains the right to bifurcate the lease so as to remove and thus terminate the occupancy rights of a tenant or lawful occupant who engages in criminal acts of physical violence against family members or others without evicting, removing, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, shall be affected in accordance with applicable Federal and State law for the termination of leases.

4. The tenant must promptly inform NHA of the birth, adoption, or court-awarded custody of a child. The tenant must request NHA approval to add any other family member as an occupant of the unit.

**B. Payments Due Under the Lease.**

1. Rent for the unit is \$\_\_\_\_\_ per month, payable by check or money order, by the first of every month. Acceptance of rent (or money for use and occupancy) by the NHA does not constitute a waiver of any claims made against the tenant. The monthly rent is determined by the NHA in accordance with regulations of the U.S. Department of Housing and Urban Development (HUD) and other requirements (primarily 24 CFR 960, Subpart C). The amount of the tenant rent is subject to change in accordance with HUD requirements. The NHA shall give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective.

2. If the initial date of occupancy is not on the first of the month, then a prorated amount of \$\_\_\_\_\_ is due at the signing of this lease for rent due for the remainder of that month.

3. The following utilities are included in the rent: water, sewer, \_\_\_\_\_.

4. The tenant is responsible for all other utilities, including telephone, cable TV, and \_\_\_\_\_. At the Joseph McDonald House only, residents must pay for the electricity used for each air conditioning unit, at the rate of \$15 per month during June, July, and August, and \$10 per month for all other months. (A budget plan may be arranged with Management.)

5. The apartment comes equipped with a stove and a refrigerator.

6. All personal property placed in and around the apartment by the tenant shall be at the risk of the tenant or owner of such property. The NHA will not be responsible for any damage to or loss of such personal property, unless such damage or loss arises from the omission, fault, negligence, or misconduct of NHA employees. The NHA shall be responsible for any actual damage caused by its employees or contractors, or by any substandard

condition not caused by the tenant. The NHA will not be responsible for water damage caused by basements becoming wet as a result of rain or melting snow. The NHA recommends that tenants buy Renter's Insurance for the protection of their property.

### **C. Reexamination of Rent, Eligibility, and Dwelling Size.**

1. Annually, on a schedule determined by the NHA, the tenant must complete a Continued Occupancy Form and provide all necessary documents to verify continued eligibility, income, requested deductions, and the appropriateness of the dwelling size. In addition, the tenant is responsible for reporting any change of income or family composition within 10 days of its occurrence. At the time of annual reexamination of eligibility and rent, the NHA will offer the tenant the choice of paying a flat rent or an income-based rent, in accordance with 24 CFR 960.253.
2. The tenant agrees to furnish such information and certifications, including authorization for third party verification, regarding family composition and income as may be necessary for NHA to make determinations with respect to continued eligibility, rent, and the appropriateness of dwelling size.
3. The tenant agrees to transfer, at the tenant's expense, to an appropriate size dwelling unit based on family composition, upon appropriate notice by the NHA that such a dwelling unit is available.
4. When the NHA determines the amount of rent payable by the tenant, not including determination of the NHA's schedule of Utility Allowances, or determines that the tenant must transfer to another unit based on family composition, the NHA shall notify the tenant that the tenant may ask for an explanation stating the specific grounds for the NHA's determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the NHA's grievance procedure (Addendum B).

### **D. Tenant's Right to Use and Occupancy.**

1. The tenant shall have the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests, as defined by 24 CFR 5.100. A guest may stay in the apartment for up to 14 days in any six-month period.
2. With the written consent of the NHA, members of the tenants' household may engage in legal profitmaking activities in the dwelling unit, where the NHA determines that such activities are incidental to primary use of the leased unit for residence by members of the household, and the use complies with city ordinances and zoning regulations.
  - a. With the written consent of the NHA, a foster child or a live-in aide may reside in the unit, provided he or she meets the admissions criteria of the NHA. The decision will be based on the NHA's Admissions and Continued Occupancy Policy. Among the factors considered by the NHA will be:
    - i. Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available;
    - ii. The NHA's obligation to make reasonable accommodation for disabled persons.
  - b. Live-in aide means a person who resides with an elderly, disabled or handicapped tenant and who:
    - i. Is determined to be essential to the care and well-being of the tenant;
    - ii. Is not obligated for the support of the tenant;
    - iii. Would not be living in the unit except to provide the necessary supportive services.

**E. The Northampton Housing Authority's Obligations.** The NHA's obligations under the lease include the following:

1. To permit the tenant to quietly and peaceably enjoy the apartment, respecting the tenants' right to privacy.
2. To provide and maintain the dwelling unit and the development in decent, safe and sanitary condition, including a secure lock on exterior doors and windows;
3. To comply with requirements of applicable building codes, Municipal Ordinances, State Sanitary Code, and HUD regulations materially affecting health and safety;
4. To make necessary repairs to the dwelling unit;
5. To keep buildings, facilities and common areas, not otherwise assigned to the tenant for the tenant's maintenance and upkeep, in a clean and safe condition;
6. To maintain in good and safe working order and condition the electrical, plumbing, sanitary, heating, ventilating systems, and other facilities and appliances, including elevators, supplied or required to be supplied by the NHA;
7. To supply running water and reasonable amounts of hot water and heat at appropriate times of the year according to the State Sanitary Code, except where heat or hot water is the tenant's responsibility;
8. 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 dwelling unit by the tenant in accordance with Section F, Paragraph 5, below;

9. a. To notify the tenant of the specific grounds for any proposed adverse action by the NHA. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair or for the excess consumption of utilities.)
- b. When the NHA is required to afford the tenant the opportunity for a hearing under the NHA's Grievance Procedure for a grievance concerning a proposed adverse action:
  - i. The notice of proposed adverse action shall inform the tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with Section K, Paragraph 1(b), below, shall constitute adequate notice of the proposed adverse action.
  - ii. In the case of a proposed adverse action other than lease termination, the NHA shall 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, until the grievance process has been completed.
10. To comply with the additional policies set forth in the NHA Admissions and Continued Occupancy Policy, Agency Plans, and any other policies properly established by the Board of Commissioners. Any material changes to those policies which affect the terms of this lease shall be transmitted in writing to the tenant and made a part of this lease, the Rules of the Development, or other addendum to the lease, or otherwise transmitted in writing to the tenant.
11. Not to interfere with the tenant's right to organize or join a Tenant Organization.
12. To store for five (5) days any item left in the apartment after the tenant vacates without notice. No items will be stored which are perishable or hazardous to health or safety. Any property left after the tenant vacates and returns the keys to NHA shall be considered abandoned, and will be disposed of without further notice.
13. To respect the confidentiality of residents' records, in accordance with statutes, regulations, and rules, and to utilize those records for lawful purposes.

**F. Tenant's Obligations.** The tenant family is obligated:

**To Respect the Rights of Others:**

1. To act, and cause household members, guests, or other person under the tenant's control, to act, in a manner which will not threaten the health or safety of other residents, or disturb the rights of other residents to the quiet and peaceful enjoyment of the premises; and further, to act in a manner which will not threaten the health and safety or disturb the rights of NHA employees, or any other person lawfully on the premises; and further, to act and cause others to act in a manner conducive to maintaining the development in a decent, safe and sanitary condition;
2. a. To assure that no tenant, member of the household, or guest, engages in:
  - i. Any criminal activity that threatens the health, safety, or right to quiet peaceful enjoyment of the premises by other residents, NHA employees, or any other person lawfully on the premises;
  - ii. Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and eviction from the unit.
- b. To be responsible for the actions of all household members and guests at all times, and to assure that no such household member, guest, or other person under the tenant's control, engages in:
  - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, NHA employees, or others lawfully on the premises; or
  - ii. Any drug related criminal activity on the premises;
- c. For purposes of this lease: (Definitions from 24 CFR 5.100)
  - i. The term *drug-related criminal activity* means the illegal possession, manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a drug as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802), or by Chapter 94C of Massachusetts General Laws.
  - ii. The term *premises* means the building or complex or development in which the public housing unit is located, including common areas and grounds.
  - iii. The term *other person under the tenant's control* is a person who may not be staying over as a guest, but is nevertheless on the premises at the invitation of the tenant or other member of the household at the time of the activity in question.
- d. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises or development by other residents.

**To Protect the Property:**

3. To refrain from, and to cause members of the household and guests to refrain from destroying, defacing, damaging, removing, or making any unauthorized alteration of, or addition to, any part of the dwelling unit or development. To paint the unit only with prior written permission of the NHA. To secure floor carpet only with edge adhesives and not with any kind of glue, and only with the written permission of the NHA.
4. To keep the dwelling unit and other areas as may be assigned to the tenant for the tenant's exclusive use in a clean, safe, and sanitary condition, and to comply with the Housekeeping and Pest Control Standards detailed in Addendum F.
5. To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary, safe, and timely manner; to call the Maintenance Department to request its permission and assistance in disposing of large

pieces of furniture or old TV's and computer monitors, which, by municipal ordinance, cannot be put out with ordinary trash; and to recycle waste in compliance with any recycling plan adopted by the NHA.

6. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health, safety, and structural integrity;

7. To report promptly to the NHA any maintenance problems, damage to the apartment or common areas of the development, or potentially dangerous or unsanitary situations, including the presence of roaches, mice or other pests.

8. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators;

9. To pay reasonable charges for the repair of damages (other than normal wear and tear) to the dwelling unit, or to the development (including damages to buildings, facilities or common areas ) caused by the tenant, a member of the household or a guest. A schedule of charges will be made a part of this lease, as Addendum E, and posted at the main office of the NHA. Charges shall be due and collectible within 21 days after NHA gives written notice of the charges. Such notice constitutes a notice of adverse action, and must meet the requirements governing a notice of adverse action (per 24 CFR 966.4(e)(8)).

**To Comply with Federal and State Law, HUD Regulations, and NHA rules:**

10. To pay rent and other charges in a timely manner.

11. To report all changes in income and family composition within 10 days of the change;

12. Not to assign the lease or to sublease the dwelling unit;

13. Not to provide accommodations for boarders or lodgers, nor to permit any guest to stay in the apartment more than 14 days in any six month period without the express written permission of NHA.

14. To use the apartment solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose;

15. Each household member shall be required to reside in the unit for at least nine months in any twelve month period, whether for voluntary or involuntary reasons, unless the NHA approves of an absence of more than three months.

16. To provide the NHA with the name, address, and phone number of a person to contact in case of emergency.

17. To abide by necessary and reasonable rules promulgated by the NHA for the benefit and well-being of the development and it's residents, which shall be posted in the NHA's office and incorporated by reference in the lease. These include requirements detailed in the Rules of the Development (Addendum A of this lease), Grievance Procedure (Addendum B), Pet Policy (Addendum C), Parking Rules (Addendum D), Maintenance Charges (Addendum E), and Housekeeping and Pest Control Standards (Addendum F), all of which are attached and made a part of this lease, and the NHA's Admissions and Continued Occupancy Policy, which is available for review or copying at the main office of the NHA.

**G. Defects Hazardous to Life, Health, or Safety.** In the event that conditions are created which are hazardous to life, health, or safety of the occupants:

1. The tenant shall immediately notify NHA of the hazardous condition or damage;

2. The NHA shall eliminate the hazard and repair the damage within a reasonable time: provided, that if damage was caused by the tenant, tenant's household or guests, the cost of the repairs shall be charged to the tenant;

3. The NHA shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time; and

4. Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph 2 of this section or alternative accommodations are not provided in accordance with Paragraph 3 of this section, except that no abatement of rent shall occur if the tenant rejects the alternative accommodation or if the damage was caused by the tenant, tenant's household or guests.

**H. Pre-occupancy and pre-vacancy Inspections.**

1. The NHA shall inspect the dwelling unit prior to commencement of occupancy by the tenant. A Housing Manager will furnish the tenant with a written statement of the condition of the dwelling unit, and the equipment provided with the unit. The statement shall be signed by the manger and the tenant, and a copy of the statement shall be retained by NHA in the tenant's folder. The tenant shall notify the NHA of any discrepancy in the report with respect to conditions in the apartment, within 72 hours of occupancy.

2. The NHA shall inspect the unit at the time the tenant vacates the unit and furnish the tenant a statement of any charges to be made in accordance with Section F, Paragraph 9, above. The tenant shall be afforded an opportunity to participate in the inspection. The tenant shall be responsible for returning the apartment in a clean condition, free of debris, prior to vacating it.

### **I. Entry of Dwelling Unit During Tenancy.**

1. Authorized NHA personnel shall, upon reasonable advance notification to the tenant or with the tenant's permission, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvement or repairs, or to show the dwelling unit for reoccupancy. A written statement specifying the purpose of the entry delivered to the dwelling unit at least two days before such entry shall be considered reasonable advance notification;
2. NHA employees may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists; or where needed maintenance to the apartment being performed by an outside contractor, requires entry without advance notice due to the contractor's scheduling; or to cooperate with health, fire, or police agencies to protect the safety of residents and property, or in the execution of a lawful search warrant;
3. NHA employees may enter a dwelling unit if cause exists to believe that the tenant has vacated the unit without notice.
4. If the tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the NHA shall leave in the dwelling unit a written statement specifying the date, time, purpose of entry, and name of the employee, prior to leaving the dwelling unit.

### **J. Notice Procedures.**

1. Except as provided above in Section I, notice to a tenant shall be in writing and delivered to the tenant's household or sent by prepaid first-class mail properly addressed to the tenant. Notice to the NHA shall be in writing, delivered to the NHA main office or sent by prepaid first-class mail properly addressed.
2. If the tenant is visually impaired, notices shall be in an accessible format.

### **K. Termination of Tenancy and Eviction.**

#### **1. Procedures.**

- a. **The Tenant** may terminate this lease at any time by giving the NHA thirty (30) days written notice. The tenant's return to the office of keys shall constitute the return of the unit.
- b. **The NHA** may terminate this lease by written notice of:
  - i. 14 days in the case of failure to pay rent;
  - ii. A reasonable time considering the seriousness of the situation (but not in excess of 30 days) when the health or safety of other residents, NHA employees, or others lawfully on the premises is threatened, or for a violation of the Common Nuisance Statute (M.G.L. Ch. 139 §19 and 20);
  - iii. 30 days in any other case.

The notice of lease termination to the tenant shall state specific grounds for termination, and shall inform the tenant of the tenant's right to make such reply as the tenant may wish. The notice shall also inform the tenant of the right, described below in Section L, to examine NHA documents directly relevant to the termination or eviction. When the NHA is required to afford the tenant the opportunity for a grievance hearing, the notice shall also inform the tenant of the tenant's right to request a hearing in accordance with the NHA's grievance procedure.

A Notice to Quit, which is required by State law, may be combined with, or run concurrently with, a notice of lease termination described above.

When the NHA is required to afford the tenant the opportunity for a hearing under its grievance procedure (Addendum B) for a grievance concerning the lease termination (see 24 CFR 966.51(a)(1)), the tenancy shall not terminate (even if any Notice to Quit under State law has expired) 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.

When the NHA is not required to afford the tenant the opportunity for a hearing under its administrative grievance procedure for a grievance concerning the lease termination (see 24 CFR 966.51(a)(2)), and the NHA has decided to exclude such grievances from its grievance procedure, the notice of lease termination described above shall:

- i. State that the tenant is not entitled to a grievance hearing on the termination.
- ii. Specify the judicial eviction procedure, in the local District or Superior Court, to be used by the NHA for eviction of the tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
- iii. State whether the eviction is for a criminal activity that poses a threat to other residents, NHA employees, or others lawfully on the premises, or for a drug-related criminal activity on or off the premises, as described in Paragraph 2(b) below.

#### **2. Grounds for Termination of Tenancy.** The NHA may terminate the tenancy only for:

- a. Serious or repeated violation of material terms of the lease, such as the following:
  - i. Failure to make rent or other payments at the time they are due under the lease, including payments established in a judgement granted to the NHA under MGL Chapter 231 § 85G;
  - ii. Failure to fulfill tenant obligations, as described in Sections A, B, C, and F of this lease, or any of the attached lease addenda;
- b. Other good cause. Other good cause includes, but is not limited to, the following:
  - i. Criminal activity or alcohol abuse.
  - ii. Discovery after admission of facts that would have made the tenant ineligible for initial admission;
  - iii. Discovery of material false statements or fraud by the tenant in connection with an application for assistance or the reexamination of continued eligibility, rent, or the appropriateness of dwelling size;
  - iv. Failure of a family member to comply with Community Service requirement provisions of 24 CFR 960, subpart F, is grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve month lease term.
  - v. Failure to accept an NHA offer of a revision to an existing lease. Such revision must be on a form adopted by the NHA in accordance with 24 CFR 966.3. The NHA must give the family written notice of the offer of a revision at least 60 calendar days before it is scheduled to take effect. The offer must specify a reasonable time limit within that period for acceptance by the family.
  - vi. Discontinuance of eligibility for assistance because of its citizenship or immigration status, in accordance with 24 CFR 5, Sub-part E.
  - vii. Violation of any provision of the “Common Nuisance Law”, MGL c. 139 §19 & 20
  - viii. Continued failure to comply with the housekeeping standards which creates a threat to the health and safety of other residents and the property

**3. How Tenant is Evicted.** The NHA may evict the tenant from the unit by bringing a court action in accordance with the laws of Massachusetts.

**4. Eviction for Criminal Activity or Alcohol Abuse**

- a. Evicting drug criminals.
  - i. Methamphetamine conviction. The NHA shall immediately terminate the tenancy if the NHA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
  - ii. Drug crime on or off the premises. Drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant’s household or guest, and any such activity engaged in on the premises by any other person under the tenant’s control, is grounds for the NHA to terminate tenancy. In addition, the NHA may evict a family when the NHA determines that a household member is illegally using a drug or when the NHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- b. Evicting other criminals.
  - i. Threats to other people. Any criminal activity by a household member, guest, or other person under the tenant’s control, that threatens the health or safety of other residents, NHA employees, or any other person lawfully on the premises, or threatens the health, safety, or right to peaceful enjoyment of their residences by residents or any other persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.
  - ii. Fugitive felon or parole violator. The NHA may terminate the tenancy 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.
- c. Eviction for criminal activity.
  - i. Evidence. The NHA may evict the tenant by judicial action for criminal activity in accordance with this section if the NHA determines that a household member, guest, or other person under the tenant’s control, has engaged in the criminal activity, regardless of whether the person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
  - ii. Notice to Post Office. When the NHA evicts an individual or family for criminal activity, the NHA shall notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.
- d. Use of a criminal record. If the NHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the NHA will notify the household that the proposed action is to be based on the information and must provide the subject of the record and the tenant with a copy of the criminal record before a grievance hearing or court trial concerning the termination of tenancy or eviction. The tenant must be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial. The cost of obtaining criminal record will be borne by the NHA.

e. Evicting for abuse of alcohol. The NHA may terminate tenancy if it determines that a household member has:

- i. Engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. Two or more incidents of alcohol abuse within a twelve month period are evidence of a "pattern of abuse". The NHA considers evidence of abuse of alcohol to be any incident when a person, while under the influence of alcohol, behaves in a way that:
  - A. threatens or endangers people in the vicinity, including driving a car while under the influence;
  - B. disturbs the peaceful enjoyment of other residents or leads to an arrest for disturbing the peace in the surrounding community;
  - C. requires emergency medical, police, or Fire Department assistance that would not otherwise be necessary, e.g., to pick someone up lying on the ground, who is unable to stand or unconscious as a result of excess drinking; or
  - D. requires additional cleanup or repair work that would not otherwise be necessary
- ii. Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

**L. Eviction: Right to Examine NHA Documents before Hearing or Trial.**

The NHA shall provide the tenant a reasonable opportunity to examine, at the tenant's request, before an NHA grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in its possession, and which are directly relevant to the termination of tenancy or eviction. The tenant shall be allowed to copy any such document at the tenant's expense. A notice of lease termination, described above in Section K, Paragraph 1(b), shall inform the tenant of the tenant's right to examine NHA documents concerning the termination of tenancy or eviction. If the NHA does not make documents available for examination upon request by the tenant, the NHA may not proceed with the eviction.

**M. Grievance procedures.** All disputes concerning the obligations of the tenant or the NHA shall be resolved in accordance with the NHA Grievance Procedure, Addendum B to this lease, except as provided in 24 CFR 966.51 (a)(2), which states:

- a. Excluded are any grievances concerning a termination of tenancy or eviction that involves:
    - i. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the NHA, or
    - ii. Any violent or drug-related criminal activity on or off such premises;
    - iii. Any criminal activity that resulted in felony conviction of a household member
  - b. Excluded are disputes between tenants not involving the NHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the Board of Commissioners of the NHA.
- A copy of the Grievance Procedure is attached to this lease as Addendum B.

**N. Provision for modifications.** After the NHA provide opportunity for resident comment, the lease may be modified or amended at any time during the term of the lease by written agreement of the tenant and the NHA. Modification of the lease must be accomplished by a written rider executed by both parties, except for changes in rent determined by Section C of this lease, in accordance with 24 CFR 966.4.

**O. Contents of this Lease.** The entire lease includes the Dwelling Lease; Addendum A, "Rules of the MacDonald House" or "Rules of Florence Heights"; Addendum B, "Grievance Procedure"; Addendum C, "Pet Policy and Resident Agreement Form"; Addendum D, "Rules and Regulations for Parking"; Addendum E, "Maintenance Charges"; and Addendum F, "Housekeeping and Pest Control Standards".

IN WITNESS THEREOF: the parties have executed this lease agreement the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at Northampton, MA.

Northampton Housing Authority:

Tenant(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Person to contact in case of medical emergency:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

I authorize the following person to remove my belongings and turn in the keys to the NHA in case of death, incapacity, or vacating without notice:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Initials: \_\_\_\_\_

Approved by Board Resolution 842, 27 August 2001  
Amended by Res 983 -Amended 4/2007 VAWA  
Amended by Res 1002 -Amended 4/2008 F-15



## **Addendum A**

### **Rules of the Florence Heights Development**

#### **I Additional Obligations of NHA**

1. To change the apartment door lock cylinder for any tenant that has reason to fear that a lost key may have jeopardized his or her security, or who has been the victim of a break-in or domestic violence, where all keys issued can not be accounted for. The tenant must agree to pay the cost of the change for lost keys.
2. Not to interfere with the tenant's constitutional right to freedom of speech and right to organize or join a tenant council.
3. To provide an apartment free from the hazards of lead-based paint, in compliance with HUD regulations. The NHA maintains a Lead Free Certificate, available to residents, on all apartments at Florence Heights, in compliance with Federal and State Law.

#### **II Additional Tenant Obligations**

##### **A. Cooperation**

1. All residents and their guests are expected to act in a cooperative manner with neighbors and the NHA Staff. All are expected to refrain from acting or speaking in an abusive, insulting, or threatening manner toward neighbors and the NHA staff. Residents are expected to maintain "quiet hours" between 11 PM and 7 AM, when no noise is to be made which can be heard by neighbors.
2. Residents must cooperate with the procedures needed for the extermination of roaches, mice and other pests. See attached Addendum F, "Housekeeping and Pest Control Standards."
3. Notify the NHA of any planned absence of two weeks or more. If the NHA suspects the family has abandoned the unit without notice, a notice of inspection will be placed under the door announcing an inspection two days later. If the inspector finds no signs the family still lives in the unit, the NHA will declare the unit vacant and prepare it for reoccupancy.
4. Return the keys to the NHA office when vacating the premises. Remove any personal belongings left on NHA property when leaving, abandoning or surrendering the dwelling unit. Belongings left shall be considered abandoned and will be disposed of by the NHA. Costs for storage and disposal, if any, shall be assessed against the former Tenant.
5. When the NHA schedules repair or modernization work, which can only be accomplished while the unit is uninhabited, the Residents shall agree to move to another unit made available by the NHA.
6. All residents and guests shall cooperate with programs and regulations adopted by the City of Northampton or the NHA, related to parking, recycling, water and energy conservation, and emergency conditions.
7. Front porches are shared by two apartments. No one is to block or impede access to either apartment.

##### **B. Safety**

8. Residents and guests must take every precaution to prevent injury or damage from fire, including:
  - a. not storing or keeping gasoline, kerosene, or other flammable materials on the premises; not tampering with or removing fire safety devices, such as smoke detectors, heat detectors and sprinklers such that the device is rendered inoperable; not using electrical extension cords or plugging too many devices into any one wall outlet; and not blocking stairs, stair landings, hallways, or doorways such as to hinder emergency exit from the building;
  - b. storing and using barbeque grills only outdoors, in the resident's fenced-in back yard. When in use, the grill must be at least six (6) feet from the building. Propane tanks are restricted to storage methods approved by the Northampton Fire Department. Such tanks must be secured outside, in the fenced area, with lock and chain when not in use. They must not ever be taken indoors. On charcoal grills, the cover must be closed after cooking is done, so as to prevent embers from blowing away and starting a fire. Lighter fluid must be stored properly.
  - c. not burning leaves and yard debris or lighting bonfires;
  - d. not using so-called "Torchiere" pedestal lamps, using halogen bulbs.
  - e. not leaving unattended any lit device, including, but not limited to, candles, incense sticks, oil lamps, or cigarettes.
9. Remove snow and place sand on accumulated ice from the front door to the main sidewalk, and from the back door to the fence gate; to remove cars from parking areas upon notice of snow removal work;
10. No wading pools are allowed that are more than six (6) feet in diameter, or which have a water level higher than one (1) foot. An adult must be present when children are using wading pools. The water must be drained when the pool is not in use.
11. No member of the household may keep, maintain, harbor, or board any dog, cat, livestock, fowl, or animal of any nature in the dwelling unit or on the grounds of any NHA development except in accordance with the NHA's Pet Policy (Addendum C of this lease). Dog houses may only be placed in fenced-in back yards, and may be no larger than 30 inches high, or have a floor area of more than 9 square feet.
12. Residents are responsible for adherence to playground safety rules posted at the playground. No glass containers are permitted on or near the playground.

##### **C. Sanitation**

13. Cans and bottles must be washed before placing in recycling bins, in order not to attract pests.
14. Dumpsters must not be used to dispose of fluorescent light bulbs, computer monitors, televisions, microwave ovens, washers, driers, or other large appliances, furniture, rugs, paint or chemical products. Call the Maintenance Office, 584-5987, for proper disposal of these items.

**D. Preservation of Buildings and Grounds**

- 15. Destroying, vandalizing or stealing property of another tenant, the NHA, an employee of the NHA, or other person lawfully on the premises shall be considered a serious violation of the lease.
- 16. Only with prior written approval of the NHA may residents make alterations, repairs, or redecorations (including painting) to the interior or exterior of the unit or to the equipment, or to install additional equipment or major appliances. No changes to locks or installation of new locks may be made. Do not use nails, tacks, screws, brackets, or fasteners on any part of the dwelling without written approval, with the exception of a reasonable number of picture hangers. Holiday lights may not be affixed by use of nails and must be removed by February 1. Any door removed from its hinges must be stored in the basement.
- 17. Do not erect or hang radio or television antennas or satellite dishes on or from any part of the dwelling unit,
- 18. Do not place commercial signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written approval of the NHA.
- 19. Remove from NHA property any vehicles without valid registration and inspection stickers. Do not park any vehicles in any Fire Lane or restricted area so designated and marked. Comply with the NHA’s Rules and Regulations for Parking, which is attached as Addendum D. Any inoperable or unregistered vehicle as described above will be removed from NHA property at Tenant's expense.
- 20. Repair of automobiles is limited to vehicles owned by residents, and only in designated areas. Changing motor oil or anti-freeze is not allowed. The washing of cars is limited to cars owned by residents. Cars are not to be driven on the lawn for any reason. No vehicle may be left unattended while up on a jack or blocks.
- 21. Residents are responsible to shut off water spigots when not in use, and to store hoses neatly out of the way. The NHA will charge residents for excessive use of water, under the terms of the lease.
- 22. Do not install any waterbeds.

**E. Financial Responsibility**

- 23. To pay for the cost of admitting a tenant who is locked out of his or her own apartment after normal business hours, or of replacing lost keys.
- 24. To pay promptly any bills for utilities directly charged to the tenant, and to avoid disconnection of utility service as a result of failure to pay.
- 25. Florence Heights apartments come with an unfinished basement below ground level. There is a possibility of water intrusion after rain or melting snow. Belongings stored in the basement should not be placed on the floor. Call the main office if you would like a pallet delivered. The NHA is not responsible for damages to personal belongings.
- 26. The NHA does not provide insurance coverage for losses to private property. Residents seeking protection from theft or damages to personal belongings should purchase Renter’s Insurance, which is available from any local insurance agent.

**F. Prevention of Crime**

- 27. Residents and their guests must not unlawfully possess, carry or keep, on or adjacent to the premises of the NHA, a weapon in violation of MGL Chapter 269 § 10 and § 10A-H, § 12 and 12A-E; or possess or use, or cause or allow another to possess or use, an explosive or incendiary device, or violates MGL Chapter 266 § 101, 102, 102A, 102B;
- 28. All firearms legally allowed to be kept on the premises must be protected from discharge by use of a trigger lock;
- 29. Residents must not commit a Hate Crime, as defined in MGL Chapter 22C, § 32, nor allow a guest to commit a hate crime whose victim is a resident, employee of the NHA or other person lawfully on the premises;
- 30. The City of Northampton maintains a Community Policing Program, which includes the assignment of an officer to patrol regularly at our public housing developments. Residents are encouraged to acquaint themselves with the individual police officer assigned to their area, and to discuss concerns about public safety with that officer.

Resident’s Acknowledgment of Understanding:

I have read the above Rules of the Florence Heights Development of the Northampton Housing Authority, and understand that they apply to my tenancy just as fully as the main body of the lease itself.

Tenant Signature(s): \_\_\_\_\_  
\_\_\_\_\_

Approved by board Resolution 843, 27 August 2001 (as amended)

## **Addendum B**

### **Grievance Procedure**

#### **A. Authority**

Pursuant to 760 CMR 6.08 and Attachment B of the Lease for State Residents, and 24 CFR § 966.50 and Section M of the Federal Tenant Lease, after negotiation with the Tenant Organizations comprising the various state and federally-aided developments, the Board of Commissioners of the Northampton Housing Authority, have adopted this Grievance Procedure, by Resolution #844 on 27 August 2001.

#### **B. Compliance**

This Grievance Procedure was approved for use in State Housing by the Department of Housing and Community Development on \_\_\_\_\_, 2001. The Grievance Procedure complies with both State and Federal regulations; except where noted by specific reference, this policy governs grievances tenants of both Federal and State-aided housing, including the MRVP and AHVP programs. This Grievance Procedure shall be made part of the tenant lease, as described above, and a copy shall be furnished to each tenant and Tenant Organization. The NHA will, upon request, provide reasonable accommodations to disabled tenants relative to the Grievance Process. In cases where the tenant is entitled to a grievance hearing, and has made a timely request for one, the NHA will not file a Summary Process Summons and Complaint until the decision of the hearing is rendered. The NHA's procedure for selection of the Hearing Panel is explained in Section F of this Procedure.

If any part of this procedure is determined not to be in compliance with either State or Federal regulations, the procedure shall remain effective for the program in compliance.

#### **C. Purpose**

The purpose of the Grievance Procedure is to provide tenants a uniform opportunity to dispute, within a reasonable time, any action, or failure to act, by the NHA or its employees, involving the tenant's lease which adversely affect the tenant's right, duties, welfare or status, and to provide prompt and reliable determination of grievances by tenants protected by rights to a grievance hearing. This policy also governs appeals by data subjects with rights granted pursuant to 760 CMR 8.00.

#### **D. Definitions**

The following words or terms shall have the meaning defined herein:

Data Subject- An individual to whom personal data refers, as protected by 760 CMR 8.00, which regulates the Fair Information Practices Act (MGL Chapter 66A) for state-aided programs at housing authorities.

Grievance- A grievance is a dispute which a tenant or data subject has with the housing authority, or an employee acting in that capacity, resulting from the housing authority's action or failure to act in accordance with an individual tenant's lease or an applicable housing authority rule or regulation, an applicable state or federal regulation or law governing the tenant's housing program, the result of which adversely affects the tenant's (or a member of the tenant household's) rights, duties, welfare or status.

Grievant - the tenant or data subject initiating the grievance.

Hearing Panel- an impartial group of three persons selected by the housing authority in accordance with the requirements of state and federal regulations, as described in Section F of this procedure.

Tenant- An adult member(s) of a tenant household who resides in the unit, or who is a remaining tenant, and who executed the lease with the housing authority, or who is an MRVP or AHVP program participant.. This definition does not include a Live-In Aide or Personal Care Attendant.

Non-Grievable Matter- The meaning of a law, regulation or rule shall not be the subject of a grievance. A dispute between a tenant and another tenant or household member, in which

the NHA is not involved, shall not be the subject of a grievance. A grievance shall not be filed by a tenant on behalf of another tenant or any household member of another tenant.

In addition, as eviction procedures afford tenants with the elements of due process of law required by Federal Law, and Chapter 121B §32 provides an explicit prohibition, no grievance hearing regarding whether good cause exists for termination of a lease shall be requested or held in the event the NHA has reason to believe that the tenant or a member of the tenant's household:

- (1) has unlawfully caused serious physical harm to another tenant or an employee of the NHA or any other person lawfully on the NHA's property;
- (2) has unlawfully threatened to cause serious physical harm to any member of a tenant household or an NHA employee or any person lawfully on the NHA's property;
- (3) has unlawfully destroyed, vandalized or stolen property of any member of a tenant household or of the NHA or of any person lawfully on the NHA's property, if such conduct involved a serious threat to the health or safety of any such person;
- (4) has unlawfully possessed, carried, or kept a weapon on or adjacent to the NHA's property in violation of M.G.L. c.269 §10;
- (5) has unlawfully possessed or used an explosive or incendiary device on or adjacent to the NHA's property or has otherwise violated M.G.L. c. 266 §§101, 102, 102A or 102B;
- (6) has unlawfully possessed, sold, or possessed with intent to distribute a class A, B or C controlled substance, as defined in M.G.L. c. 94C §31, on or adjacent to the NHA's property;
- (7) has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any member of a tenant household, an NHA employee, or any person lawfully on the NHA's property; or
- (8) has engaged in behavior which would be cause for voiding the lease pursuant to the provisions of M.G.L. c. 139 §19; or
- (9) in the event the NHA has reason to believe that a guest of tenant or a guest of a household member has engaged in any of the behavior listed in clauses (1) through (8) above and that tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

In addition cases of non-payment of rent are not grievable matters for State-aided tenants. For Federally-aided tenants, a grievance for non-payment of rent owed in accordance with the lease is a grievable matter provided the tenant meets the obligations described in Section E, Step 1, below.

## **E. Grievance Process**

**Step 1. Initiation of a Grievance.** A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant in writing and shall be mailed or delivered to the NHA at its main office within seven (7) days after a notice of lease termination has been given to tenant by the NHA.

A grievance regarding whether participation in the MRVP or AHVP should be terminated shall be initiated by a program participant in writing and shall be mailed or delivered to the NHA at its main office within seven (7) days after a notice of program termination has been given to the program participant by the NHA.

A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed or delivered to the NHA at its main office, no more than fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance, provided that the NHA shall have discretion to permit a grievance to be initiated late if the NHA shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the NHA.

**For State-aided tenants:** In the event that a tenant files a grievance as to the amount of a redetermined rent within 14 days of the NHA's notice of the redetermined rent, the tenant shall continue to pay the rent then in effect (unless the redetermined rent is lower) until disposition of the grievance. Following the disposition of the grievance, the tenant must forthwith pay any additional amounts determined to have been due but not paid since the

effective date set out in the notice of redetermined rent or the NHA shall credit the tenant with any amounts paid but determined not to have been due.

For Federally-aided tenants: In the event that a tenant files a grievance involving an amount of rent which the NHA claims is owed in accordance with the lease, the tenant shall pay, before a hearing is scheduled, to the NHA, an escrow deposit equal to the amount of rent due and payable as of the first of the month preceding the NHA's notice to the tenant of non-payment or rent. After the first deposit, the tenant must deposit the same amount monthly until the tenant's complaint is resolved by decision of the hearing panel.

The NHA shall waive the requirement for an escrow deposit where the tenant was paying the Minimum Rent, or where the tenant had a reduction of benefits relative to failure to comply with work requirements. Absent waiver of the escrow deposit requirement, the tenant's failure to make the escrow deposit(s) will terminate the grievance procedure.

A tenant's failure to pay the escrow deposit does not waive the tenant's right to contest in any appropriate judicial proceeding the NHA's disposition of the grievance. Amounts deposited into the escrow account shall not be considered as acceptance of payment of rent during the period in which the grievance is pending.

**Step 2. Informal Settlement Conference.** Promptly after the initiation of a grievance, unless otherwise provided, the NHA's executive director or his or her designee shall give the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The NHA shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless such a conference shall, by agreement of the parties, have taken place when the grievance was delivered to the NHA.

A summary of the informal conference shall be prepared within a reasonable time, specifying the names of the participants, the date of the conference, the nature of the NHA's proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing may be obtained if the grievant is not satisfied. The summary shall be given to the tenant and, if the matter was not resolved at the informal settlement conference, a grievance hearing shall be held, upon a request of the tenant received by the NHA within seven days of the delivery of the summary.

Failure to attend an informal settlement conference shall not affect a grievant's right to request or have a grievance hearing. The NHA's notice in an eviction case shall state that failure to attend the Informal Conference or request or attend a Grievance Hearing shall not constitute a tenant's waiver of a right to contest the NHA's action to terminate tenancy at an appropriate judicial proceeding.

**Step 3. Hearing Date and Notice of Hearing.** A grievance hearing regarding whether good cause exists for terminating a lease shall be scheduled within fourteen (14) days or as soon as reasonably practical after the date on which the NHA receives the request for a grievance hearing. A hearing of a grievance regarding some other issue, shall be scheduled as soon as reasonably convenient following receipt of the grievance.

The NHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative (if any). The notice shall state the names of the hearing panel members, the right of the grievant to be represented by counsel and the name and phone number of the local Legal Services office, and the right of the grievant to examine and copy relevant documents. The NHA, the hearing panel may reschedule a hearing by agreement or upon a showing by grievant or by the NHA that rescheduling is reasonably necessary.

At the hearing regarding lease termination any additional reason(s) for termination of the lease, which arose subsequent to the date of the notice of termination, shall be considered so long as the NHA has given written notice to the tenant as to the additional reason(s) not less than three (3) days before the hearing, or, if the additional reason(s) for termination shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three days notice to consider such reasons.

**Step 4. Pre-Hearing Examination of Relevant Documents.** Prior to a grievance hearing the NHA shall give the grievant or his or her representative a reasonable opportunity to examine NHA documents which are directly relevant to the grievance. Following a timely request, the NHA shall provide copies of such documents to grievant and, for good cause (including

financial hardship), may waive the charge for the copies. If the NHA does not make the documents available to the grievant prior to the hearing, the NHA may not rely on those documents at the hearing.

**Step 5. Persons Entitled to be Present at the Hearing.** The grievance hearing shall be private unless the grievant requests that it be open to the public. The NHA and the grievant shall be entitled to specify a reasonable number of persons who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the hearing panel. At the hearing the NHA and the grievant may be represented by an advocate, who need not be an attorney, and the grievant may, at their expense, have a court reporter transcribe the hearing. Each person present at the hearing shall conduct himself or herself in an orderly manner or he or she shall be excluded. If the grievant misbehaves at the hearing, the hearing panel may take other appropriate measures to deal with the misbehavior, including dismissing the grievance.

**Step 6. Procedure at Grievance Hearings.** The hearing panel shall conduct the grievance hearing in a fair manner without undue delay. The hearing panel shall initially take appropriate steps to define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. Both the grievant and the NHA shall be entitled to question each other's witnesses. The hearing panel must first determine whether the grievant has made a showing of an entitlement to the relief sought and thereafter the NHA must sustain the burden of justifying the NHA's action or failure to act against which the grievance has been brought.

Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape-recorded. The members of the hearing panel may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and NHA rules and policies. The panel members may request the NHA or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information. The hearing panel may render a decision without proceeding with the hearing if the hearing panel determine that the same issue has been previously decided in a grievance brought by a grievant.

If one of the parties fails to attend the hearing or hearing panel may re-schedule the hearing to be held within five days or determine that the party has waived his/her right to a hearing, or decide the case based on testimony received from the party who is present.

**Step 7. Written Decision; Effect of Decision.** Within fourteen(14) days following the hearing or as soon thereafter as reasonably possible the hearing panel shall provide the NHA with a written decision on the grievance, describing the factual situation and ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be based on the evidence at the grievance hearing and such additional information as may have been requested by the panel members. The NHA shall forthwith mail or otherwise deliver a copy of the decision to the grievant and his or her representative, and place a copy in the tenant's file. The notice shall state that the decision, or the fact that the tenant may have failed to grieve the matter, does not constitute a waiver of any right to a trial in the appropriate judicial forum. A copy of the decision (with names and personal identifiers deleted) shall thereafter be maintained at the NHA and shall be open to public inspection.

**Step 8. Review by the NHA's Board.**

**A For Tenants or Participants of State-Aided Housing:** In cases where the decision concerns whether good cause exists for terminating a lease, there shall be no review by the NHA's Board. In other cases, in the event that the grievant or the NHA believes that (i) the decision of the hearing panel is not supported by the facts; (ii) the decision does not correctly apply applicable laws, regulations, rules and/or policies; or (iii) the subject matter is not grievable, within fourteen (14) days of mailing or other delivery of the decision, the grievant or the NHA may request review of the decision by the NHA's Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the NHA and grievant to make oral presentations and submit documentation. The Board may also permit the hearing panel to make a presentation. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days

from the date a review is requested, the decision of the Board, when rendered, shall specify a reason showing that there has been no undue delay.

- A. For Tenants or Participants in Federally-Aided Housing: The decision of the hearing panel may be overturned by the Board of Commissioners, within a reasonable time, if they determine that (1) The grievance does not concern NHA action or failure to act in accordance with or involving the grievant's lease or NHA regulations, which adversely affect the grievant's rights, duties, welfare or status, or (2) The decision of the hearing panel is contrary to applicable Federal, State, or local law, HUD regulations, or requirements of the annual contributions contract between the NHA and HUD.

**Step 9. Review by the Department for State-Aided Housing only:** In the event that the NHA's Board shall make a material change in a decision of the hearing panel, upon written request of the grievant made within fourteen (14) days of mailing or other delivery of the decision, the Department shall review the decision of the Board and shall render a written decision upholding, setting aside or modifying the decision of the Board. The Department will not review cases where the decision concerns whether good cause exists to terminate the lease.

**Step 10. Effect of a Decision on a Grievance.** The decision on a grievance shall be binding between the NHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the NHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

#### **F. How the NHA's Hearing Panel is Selected (Federal & State Housing)**

##### **(1) Appointment of Hearing Officers and Jurisdiction.**

This grievance procedure adopted by Northampton Housing Authority (NHA) requires a hearing and determination of a matter subject to the procedure by a three member hearing panel. Under this procedure one member (and an alternate member to serve in the event of the member's unavailability for a hearing) shall be chosen by the NHA and one member (and such an alternate member) shall be chosen by the affected tenant organizations.

The third member (and such an alternate member) shall be chosen by agreement of the other two members. The NHA and the tenants' organizations shall each draw up a list of acceptable impartial members. The parties shall meet, and together shall determine the names of two (including an alternate) impartial members.

Whenever a member (including an alternate member) is chosen, notice of the choice shall be given to the member and shall specify the term, not to exceed seven years, for which the member so chosen shall serve. A copy of the notice shall be given to the NHA (for the choice of the tenants' organizations) or to the tenants' organizations (for the choice of the NHA). Each member so chosen shall mail or deliver his or her written acceptance to the NHA promptly after being chosen.

A hearing panel so chosen shall serve all residents of state- and federal aided public housing represented by the tenant organizations in the city, and all participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP) who hold vouchers administered by the NHA.

Each member (including each alternate member) shall annually certify to the NHA that he or she is ready, willing and able to serve; failure so to certify within 10 days of receipt of a written request by the NHA shall render the member's position vacant. Upon a vacancy, however created, a new member shall be appointed in the same manner as the member, who created the vacancy, was appointed.

**(2) Impartiality of Members.** No member of a hearing panel to determine a particular matter shall have or shall appear to have any direct personal or financial interest in the outcome. No member of a hearing panel to determine a particular matter shall be related by blood or marriage to any party or to any person who is the source of evidence as to facts which are disputed by the parties. The member (including the alternate member) who is appointed by agreement of the other two members shall not be a board member of the NHA or an officer of a tenants' organization. No member may determine matters which directly concern his or her

own housing or the housing of a family member or his or her own status or the status of a family member in that housing, or of another resident of the development where he or she lives.

Each member of the hearing panel shall determine any matter at issue impartially and objectively. Any panel member, who shall be or shall appear to be unable to determine any particular matter impartially or objectively on the basis of the evidence and applicable law, shall remove himself or herself as a member of the panel hearing the particular matter, or, if he or she fails to do so, shall be removed from the panel by the Presiding Member upon written objection by the NHA, any affected tenants' organization, or the person who requested the hearing. Any member of a hearing panel who shall willfully obstruct prompt and reliable determination of any matter before the panel shall be removed from the panel for that hearing by the Presiding Member upon such an objection.

(3) Removal of a Member. A member (including an alternate member) may be permanently removed as a member at any time for inefficiency, neglect of duty, willful and material delay of proceedings, bias, or partiality. The NHA may remove the member which the LHA appointed and the tenants' organizations may remove the member which they appointed, after notice to the member and the opportunity for him or her to be heard. The NHA and the tenants' organizations may jointly remove the member (or alternate) appointed by agreement of their appointees, after such notice and opportunity to be heard. If the NHA and the tenants' organizations fail to agree on removal of a member chosen by agreement of their appointees, the Department may remove that member for cause upon written request by either the NHA or a tenants' organization. The written request shall contain a detailed specification of charges. The Department's decision whether to remove a member shall be in writing mailed to the member, the NHA and the affected tenants' organizations. Prior to removing a member for cause, the Department shall give the member, the NHA and all affected tenants organizations the opportunity to be heard.

(4) Designation of a Presiding Member. Following their appointment a majority of the members (including alternate members) shall designate in writing one member to be the Presiding Member, who shall preside at grievance hearings or shall designate some other member to do so if he or she shall be absent. A majority of the members may designate in writing a different Presiding Member at any time. Notice of the designation of a Presiding Member shall be given to the NHA and the tenants' organizations.

(5) Scheduling. The NHA shall be responsible for scheduling and other administrative matters, including all necessary notices. The NHA shall consult each panel member and insofar as reasonably possible shall schedule hearings at times convenient for him or her or for his or her alternate.

(6) Quorum. Reasonable efforts shall be made to have a three member panel hear and decide each grievance. If a panel member without adequate notice to the NHA fails to appear on a scheduled hearing date, or, if a panel member and his or her alternate are both not available at any time reasonably convenient for the other panel members, two members shall constitute a quorum and may render a decision. If a panel member removes himself or herself or is removed after a grievance hearing has been held on a grievance, the remaining two members may render a decision on the grievance.

Approved by Board Resolution 844, 27 August 2001



**Addendum C to the Federal Lease  
Also Used As  
Pet Guidelines & Registration for State Elderly & Disabled, and 705 Program Residents**

**Pet Policy and Resident Agreement Form**

Nothing in this policy shall allow for the violation of, or conflict with applicable Federal, State or local law.

**ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

Pet rules will not be applied to trained and certified animals which assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent safe and sanitary manner, to refrain from disturbing their neighbors, to register their service animal with the NHA, and to comply with inoculations and licensing requirements.

To be excluded from the pet policy, the resident/ pet owner must certify that there is a person with disabilities in the household, and provide documentation that the animal has been trained to assist with the specified disability.

No pets, other than those needed to assist mobility, can be present in community rooms.

**A. MANAGEMENT APPROVAL OF PETS**

All pets must be approved in advance by the NHA management. {Existing residents, at the time of adoption of this policy, will have until November 1, 2001 to gain approval. This approval is notwithstanding the immediate need of pet owners to comply with requirements for inoculation, spaying, neutering, and licensing.}

**Registration of Pets**

Pets must be registered with the NHA before they are brought onto the premises. Registration includes, but is not limited to, a certificate signed by a licensed veterinarian or local humane authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease, is spayed or neutered, and is pest-free. Dogs must be licensed to the owner by the City of Northampton. The registration procedure shall include a photo of the pet.

Registration must be renewed annually, to be coordinated with the annual recertification date, and require proof of current licensing and inoculation which will be submitted by the resident at least 30 days prior to annual reexamination. Registration shall include the names and addresses of two persons able to assume responsibility for the pet if necessary. Registration renewal will also be dependent on the lack of any complaints concerning the pet's behavior or the owner's control of the pet.

Approval for the keeping of a pet shall not be granted prior to the completion of these requirements.

**Refusal to Register Pets**

The NHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the NHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The NHA will refuse to register a pet if the pet is not a common household pet as defined in this policy, if the pet owner fails to provide complete pet registration information, or fails to update the registration annually, or if the NHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

A notice of "refusal to register" may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify the NHA and agree to abide by all of the pet rules in writing.

**B. STANDARDS FOR PETS**

A "common household pet" is the only type of pet allowed to be kept by a resident, and is defined exclusively as a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish or turtle. The pet may not be used for commercial purposes.

Snakes, rats, mice, poultry, fowl and birds of prey shall not be kept as pets, nor shall any types or breeds of dogs that are bred for fighting, or which have a history of aggression or dangerousness as determined by state law, local ordinance, NHA resolution, or by the Animal Control Officer of the City of Northampton, who may make such determination based on the propensity of the breed or type to act in an aggressive or dangerous manner in physical surroundings matching those of the public housing development.

Massachusetts State Law and local ordinances may further prohibit the private ownership of several species of animals.

If a pet gives birth to a litter, the resident must remove all pets from the premises except one.

Dogs and cats must wear a collar with a tag(s) indicating that the pet is licensed with the City of Northampton (for dogs), and inoculated (for cats beyond six months old), as well as a tag with the name of the animal, the owner's name and phone number (for both dogs and cats).

### **Types of Pets Allowed**

Tenants are not permitted to have more than one type of pet.

**Dogs** kept by residents shall not exceed 35 lbs.

A family may keep one dog. Dogs must be housebroken, must be current in having received inoculations, and must be properly licensed by current law and ordinance. Dogs must be kept on a leash and under the control of the owner when outside the building. At Florence Heights, dogs may be penned outside in the fenced-in area of behind the owner's apartments provided that the dog is on a tether that restricts it from jumping over the fence. At the McDonald House, dogs must be leashed when in any common areas of the building or its exterior. All dogs must be spayed or neutered. Residents must own and consistently use a "pooper scooper" or other means of cleaning up after their dogs.

The breeds commonly called Pit Bull Terriers (including, but not limited to, American pit bull terriers, American Staffordshire terriers and Staffordshire bull terriers), and Rottweilers, have been determined by the Board of Commissioners not to be conducive to the health, safety, and feeling of security of the residents. Therefore, Pit Bull Terriers, so called, and Rottweilers are prohibited as pets and may not be brought onto the property.

**Cats** kept by residents must be spayed or neutered. A family may keep one cat. Cats must be trained to use a litter box or similar receptacle. Cats must be current in having received inoculations. At the McDonald House cats may not be allowed to roam outside the resident's apartment, and must be leashed or under the physical control of the owner when in any common area not off limits to pets.

**Birds** must be enclosed in a cage at all times. Poultry, fowl and birds of prey shall not be kept as pets.

**Fish** must be kept in an aquarium. At Florence Heights, the aquarium must be kept on the first floor of the apartment. No piranha may be kept.

**Rodents**, for the purposes of this policy, shall be defined exclusively as a rabbit, guinea pig, hamster, ferret or gerbil. Other members of the rodent family not listed are prohibited. No more than a total of two rodents shall be kept by a family. Rodents must be enclosed in an acceptable cage at all times within the apartment except in the direct presence of the owner. Rodents must be spayed or neutered, inoculated against distemper and rabies and have current any other inoculations determined necessary by the Commonwealth through regulation, and a copy of current verification of these inoculations must be present in the tenants file. Any burrowing rodent must be de-clawed, and a leash or cage shall be used to control the animal if it is taken from the apartment.

**Turtles** shall not exceed six inches in length, and shall not include members of the snapping turtle species. Any family shall keep no more than two turtles. Turtles must be enclosed in an acceptable cage or container at all times.

### **C. PETS TEMPORARILY ON THE PREMISES**

Pets that are not owned by a tenant shall be allowed on the premises provided that the pet's owner is with the animal. "Taking-in" or "pet-sitting" will not be allowed unless the

purpose of the activity is for the parent to determine if their child is responsible enough to care for a pet of their own. The NHA shall be notified in writing of this purpose, which shall be limited to one week in duration. Pit Bull Terriers and Rottweilers may not be brought onto the property.

#### **D. DESIGNATION OF PET/NO-PET AREAS**

The following areas are designated no-pet areas: any carpeted areas of the Joseph McDonald House; any community room; any playground, tot lot or basketball court; any mechanical or boiler room, any public bathroom.

#### **E. ADDITIONAL CHARGES FOR PETS**

There is no deposit required for keeping a pet. The resident will be billed for any amount of damage caused by the pet.

#### **F. ALTERATIONS TO UNIT**

Resident pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

#### **G. PET WASTE REMOVAL CHARGE**

A separate pet waste removal charge of \$25 per occurrence will be assessed against the resident for violations of the pet policy requiring staff of the NHA to clean up the waste of a pet.

Pet waste removal charges are not part of rent payable by the resident.

Owners are responsible for the cost of waste removal charges, fumigation, damages, flea extermination separate from the pet deposit. If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

#### **H. PET AREA RESTRICTIONS**

An area of the grounds has been designated as the area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. This area includes: at McDonald House, the grassy area behind the back parking lot; at Florence Heights, the grassy area behind the apartments. Residents should bring materials with them to clean up and properly dispose of waste.

#### **I. NOISE**

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

#### **J. BITING OR OTHER AGGRESSIVE BEHAVIOR**

Any injury to a human or other animal caused by the bite or aggressive behavior of a Pet shall be considered a Pet Rule Violation, subject to a Notice as described in Section N. Notwithstanding the provisions of Section N, a meeting with the pet owner may be scheduled with 48 hours notice, and correction of a violation may be ordered to be completed forthwith, and remedial corrective action may include immediate temporary removal of the Pet until a permanent correction of the violation can be decided.

#### **K. CLEANLINESS REQUIREMENTS**

All animal waste, both in and outside the apartment and including the waste itself and paper, wood shavings or the litter from litter boxes, shall be picked up by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin or dumpster on a daily basis. Waste or litter shall not be disposed of by being flushed through a toilet or through a sink or garbage disposal. Litter boxes shall be stored inside the resident's dwelling unit, and kept fresh from odors. The resident shall take adequate precautions to maintain the unit in an odor-free sanitary condition at all times.

Aquarium rocks must not be disposed of by being put through a garbage disposal, sink drain or toilet.

#### **L. PET CARE**

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 12 hours. All residents/ pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his /her pet.

Pet owners must recognize that other residents may have chemical sensitivities, allergies, or fears related to pets. Pet owners must agree to exercise courtesy with respect to other residents and NHA staff.

#### **M. INSPECTIONS**

In accordance with Section I of the lease, the NHA may enter and inspect the unit if a written complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

#### **N. PET RULE VIOLATION NOTICE**

If a determination is made on objective facts supported by written statements, that a resident pet owner has violated this Pet Policy, written notice will be served. The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) which were violated. The notice will also state:

- a. That the resident pet owner has 10 days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation,
- b. That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
- c. That the resident pet owner's failure to correct the violation, request a meeting, or appear at a meeting may result in initiation of procedures to terminate the tenancy.
- d. If the pet owner requests a meeting within the seven day period, the meeting will be scheduled no later than 15 calendar days before the effective date of service of the notice,

unless the pet owner agrees to a later date in writing.

#### **O. NOTICE FOR PET REMOVAL**

If the resident pet owner and the NHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the NHA, the NHA may serve notice to remove the pet. The Notice shall contain:

- a. A brief statement of the factual basis for the NHA's determination of the Pet Rule that has been violated;
- b. The requirement that the resident pet owner must remove the pet within 10 days of the notice; and a statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

#### **P. TERMINATION OF TENANCY**

The NHA may initiate procedures for termination of tenancy based on a pet rule violation if the pet owner has failed to remove the pet or correct a pet rule violation within the time period specified, and the pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease, or if the pet owner has habitually violated the terms of this policy and is deemed unable to properly care for the pet under the terms of this policy. Termination of Tenancy is grounds for a grievance.

#### **Q. PET REMOVAL**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the alternate care provider designated by the resident pet owner. This includes pets that are poorly cared for or have been left unattended for more than 24 hours. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

If the alternate is unwilling or unable to care for the pet, or if the NHA, after reasonable efforts cannot contact the alternate, the NHA may contact the appropriate local agency or humane society and request the removal of the pet.

**R. GRANDFATHER CLAUSE.** Residents who, prior to the adoption of this policy, or subsequent amendments thereto, owned pets permitted by this policy, may register them without regard to the size limitations of this policy.

#### **S. EMERGENCIES**

For the safety of other residents, the NHA will take all necessary steps to insure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior

that constitutes an immediate threat to the health or safety of others, are referred to the appropriate local agency or humane society authorized to remove such animals. If it is necessary for the NHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

**Pet Agreement:** I hereby apply for written permission to keep the following pet in my dwelling unit. I accept complete responsibility for the care and cleaning of the pet wastes. Below is the name and phone number of two alternate care providers for the animal in case I or another member of my family who lives in the unit is unable to care for the pet.

Type of animal: (breed) \_\_\_\_\_ Name \_\_\_\_\_

My primary alternate pet custodian is: Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Address: \_\_\_\_\_

My secondary alternate pet custodian is: Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Address: \_\_\_\_\_

I fully understand the rules and regulations regarding the privilege of keeping a pet and agree to abide by those rules and regulations. I understand that failure to comply with the rules for keeping pets could result in having to give up the pet or possible eviction from public housing, in accordance with my lease.

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Staff Member: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Resolution 845, as amended by Resolutions 897, 912, 983

## **Addendum D**

### **Rules and Regulations for Parking**

In accordance with Chapter 121B, §32A of the Massachusetts General Laws, the Northampton Housing Authority ("NHA") has established the following Rules and Regulations for the use of parking areas and roadways on the property of the Authority.

The applicable portions of these rules shall form a part of the lease between the tenant and the NHA under the provisions of Section 3G of the State Lease and Section F(17) of the Federal lease.

Additionally, a copy of these rules shall be posted in the Housing Authority offices and at each NHA development affected by these rules.

#### **Section 1- Resident Parking**

Parking is available to residents on properties owned and managed by the NHA on a first-come, first-served basis. There is no charge for parking.

Residents who live in developments with a limited number of assigned parking spaces shall be placed on a waiting list on the date that they inform the NHA of the ownership of their vehicle and shall be assigned a space in a parking area when one becomes available.

Residents owning more than one vehicle may need to make alternative off-site arrangements for parking of additional vehicles.

Vehicles owned by residents must be registered and inspected in accordance with applicable State laws.

#### **Section 2- Resident Parking Permits**

All tenants of the NHA are required to display a "Resident Parking" permit on the driver's side, rear window of any vehicle owned by a resident of the tenant household. Permits are available to tenants, at no charge, by bringing a valid Massachusetts automobile registration card to the NHA's management office. Permits are not transferable.

Guests of tenants, tenants temporarily using a vehicle owned by another party, or individuals properly having business on Authority property, may receive a temporary permit on a space available basis.

#### **Section 3- Parking Areas**

Except as noted when receiving a permit, residents may park in any designated parking space at the development in which they live. Residents are asked to use common sense and courtesy in making arrangements with their neighbors so that residents may park in close proximity to their apartments. Residents are responsible for ensuring that their guests do not park in spaces reserved for another tenant.

In those developments where parking spaces are assigned (McDonald House, Tobin Manor, Cahill, and Forsander Apartments) and/or there is a waiting list for assigned spaces, no tenant or guest shall park in a space assigned to another tenant.

#### **Section 4- Restricted Parking Areas- Towable Violations**

Vehicles found in violation of these rules may be towed, at the owners expense, from property of the NHA. Specifically, the parking of vehicles in any of the following areas or under any of the following circumstances shall constitute a violation of these rules:

- a. In Fire Lanes, at Bus Stops, in Service Zones, or other areas marked by signs designating the area as a "Tow Zone."
- b. On grass or lawn areas, or in an area not intended for vehicular traffic.
- c. On a sidewalk, pedestrian crosswalk, or blocking a wheelchair ramp or any building entrance or exit.
- d. In any area designated as reserved in the name of an individual, vehicle or group, such as Handicapped Parking, Tenant Parking, etc.
- e. Along any access road not designated as a parking area

f. Within eight feet of a fire hydrant or trash dumpster.

### **Section 5- Car Repair**

Major repair of automobiles by any NHA tenant is restricted to those areas so designated at Florence Heights. In no circumstance shall a car under repair be left unattended so as to be a potential danger to others. No vehicle raised by jack or blocks shall be left unattended for any amount of time. Residents will be held responsible for properly and legally disposing of automobile fluids and parts, and shall be fully liable for civil or criminal damages resulting from improper disposal of waste. Repair of non-tenant vehicles on Authority property is prohibited. Oil and anti-freeze may not be changed on NHA property.

### **Section 6- Abandoned and Unregistered Vehicles**

Any vehicle with evidence of abandonment, any unregistered vehicle, vehicle without a valid license plate, or any vehicle which is deemed an attractive nuisance, or other nuisance, will be towed at the owners expense under the provisions of law. The Authority shall notify the Northampton Police Department when it has towed a vehicle.

### **Section 7- Winter Parking Rules**

Residents shall be notified in writing of parking rules particular to their apartment development as they relate to winter parking regulations. Winter parking regulations shall be in effect from December 1 to April 1. Residents are responsible for obeying such rules.

Approved by Board Resolution 846, 27 August 2001

## **Addendum E**

### **Maintenance Charges**

The NHA performs emergency and routine maintenance. Routine maintenance is performed during normal working hours at no charge to residents except if the work performed is as a result of tenant damages to the unit and/or the appliances.

The NHA maintains a 24 hour emergency maintenance line, 584-5987, which should be called if you have an after-hour maintenance emergency. Non-emergencies should be reported to the Office during normal office hours of 8:30 A.M. to 4:15 P.M. also by calling 584-5987.

Tenants will be charged for non-emergency work performed after hours, nights and weekends. Non-emergency work is defined as those maintenance problems which are not a threat to the health and safety of the tenant household, another resident, or the building, which can reasonably be expected to be resolved by the resident, or whose cause is the direct fault of the tenant's action or inaction.

The charge for non-emergency work, authorized to be completed by the resident during non-business hours, shall be billed to the tenant at the applicable labor rate for the employee(s) responding to perform the work.

Any tenant-caused damage to the unit and/or its appliances or equipment shall be the liability of the tenant and the tenant shall be billed accordingly for the damages at the applicable labor rate for the employees or outside contractors repairing the damages, plus the cost of materials used.

Tenants believing they have been billed improperly for maintenance work and desiring to dispute the charges may do so by returning the bill, along with a note, to the Executive Director. Dispute of maintenance charges is a matter protected by the Grievance Process. Maintenance charges must be paid in full within 21 days of receipt of a bill. Payment agreements may be made for amounts greater than \$25.

Tenants locked out of their apartment will be charged as follows: 1<sup>st</sup> request - no charge; all other requests \$15.00. Additional keys to apartments beyond those given at the time of lease signing may be ordered at \$ 3.00 per key. Additional keys to the lobby entrance door at McDonald House may be ordered at \$ 3.00 per key up to a maximum number provided for by NHA policy. Additional keys for a mailbox may be ordered at \$4.00 per key.

Approved by Board Resolution 847, 27 August 2001

7th paragraph amended by Resolution 914- February 14, 2004

**Addendum G**

**Other Lease Provisions**

**1. Open Containers of Alcoholic Beverages Prohibited in Certain Areas**

No person shall consume any alcoholic beverage nor possess or transport any open can, bottle, or other container containing alcohol on any street, sidewalk, parking lot, playground, or public yard on property owned and/or managed by the Northampton Housing Authority. For purposes of this policy, a “public yard” (in which alcohol may NOT be consumed) shall be defined as any area farther than fifteen (15) feet from the front or back door of an apartment or apartment building where there is no fencing, porch, or property marker to clearly define a building’s private yard.

Residents of McDonald House are allowed to consume alcoholic beverages on their porches. Residents of Florence Heights are allowed to consume alcoholic beverages within the confines of their fenced-in yards and on their porches.

Adopted June 14, 1993  
Amended April 14, 2003

**{NOTE: The City of Northampton adopted the above as a City Ordinance at Section 14-16. Violation of the above policy is a violation of the resident’s lease and also a violation of City Ordinance, a criminal offense enforced by the Northampton Police Department.}**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Northampton Housing Authority \_\_\_\_\_



## **Addendum F**

### **Housekeeping and Pest Control Standards**

In an effort to improve the livability and condition of the Northampton Housing Authority's properties, the Authority has developed uniform standards for resident housekeeping. The following Housekeeping Standards have been developed for use in homes and apartments owned and managed by the Authority.

The Standards will be applied fairly and uniformly to all residents. Training will be available to any residents requesting or needing assistance in complying with the Housekeeping Standards.

Inspections will be made by the Authority of each unit once a year. However, when required to correct recurring problems, at the discretion of the NHA inspections may be made more frequently.

Repeated failure to abide by Housekeeping Standards, which results in unsafe and/or unsanitary conditions (as defined by the HUD Regulations the State Sanitary Code) is a violation of the lease and can result in eviction. Two (2) warnings will be issued, with one (1) month to remedy condition, before eviction action will commence. Any tenant aggrieved by this decision has recourse to the Tenant Grievance Procedure.

Any alterations made to any part of the unit by the resident must be approved by the Executive Director or his designee in advance.

#### **GENERAL HOUSEKEEPING STANDARDS:     INSIDE THE HOUSE OR APARTMENT**

1. **WALLS:** Shall be clean, allowing for normal wear and tear, and free of holes.
2. **FLOORS:** Shall be clean, clear and free of hazards.
3. **CEILINGS:** Shall be clean.
4. **WINDOWS:** Shall be clean and not nailed shut. Shades will be intact.
5. **WOODWORK:** Shall be clean.
6. **DOORS:** Shall be clean, Doorstops shall be present, where applicable. Locks shall work.
7. **HEATING UNITS:** Shall be dusted and uncluttered.
8. **ROACHES & PESTS:** Roaches and pests must be reported to the NHA immediately
9. **DAMAGE:** All damages must be reported to the Maintenance Department, at 584-5987.

#### **BATH**

1. **TOILET AND TANK:** Shall be clean and odor free.
2. **TUB AND SHOWER:** Shall be clean.
3. **LAVATORY:** Shall be clean
4. **EXHAUST GRILLS AND FILTERS;** Shall be free of dust

#### **KITCHEN**

1. **STOVE:** Accessible portions of the stove shall be clean and free of food and grease.
2. **REFRIGERATOR:** Shall be clean. Freezer door shall close properly and freezer have no more than one inch of ice.
3. **CABINETS/COUNTER TOPS:** Shall be clean and neat, free of grease and spilled food.
4. **EXHAUST HOOD:** Shall be free of grease and dust.
5. **SINK:** Shall be clean, free of grease and garbage. Dirty dishes shall be washed and put away in a timely manner. Care and caution should be exercised in using the Garbage Disposal.
6. **FOOD STORAGE AREAS:** Shall be neat and clean, without spilled food.
7. **TRASH/GARBAGE:** Shall be stored in a covered container until removed to the disposal area.

#### **STORAGE AREAS:**

1. **CLOSETS:** Shall be neat and clean. No flammable materials shall be stored in the unit.
2. **OTHER STORAGE AREAS (ATTICS, BASEMENTS):** Shall be clean, neat and free of hazards.

#### **GENERAL STANDARDS: OUTSIDE THE HOUSE OR APARTMENT**

1. **YARDS:** Shall be free of debris, trash, abandoned cars. The grass shall be cut, where applicable, and tenants shall report incidents of graffiti.
2. **PORCHES; (FRONT AND REAR)** Shall be clean and free of hazards, and doorways shall not be blocked.
3. **STEPS: (FRONT AND REAR)** Shall be clean and free of hazards, and shall not obstructed.
4. **SIDEWALKS:** Shall be clean and free of hazards, ice and snow in winter, where applicable.
5. **STORM DOORS:** Shall be clean.

6. PARKING LOT: Shall be free of abandoned cars. There shall be no car repairs, except in designated areas and within the limits allowed by the lease.
7. HALLWAYS: Shall be clean and free of hazards. No storage in hallways.
8. STAIRS: Shall be clean and uncluttered, allowing for unhindered access and exit.
9. LAUNDRY AREAS: Shall be clean and neat. Remove lint from dryers after use. Laundry Areas are for tenant use only.
10. BASEMENTS: Shall be uncluttered sufficiently to allow clear passage from the stairs to the hot water tanks, electrical circuit breaker panels and water meters. Nothing can be stored within 3 feet of the hot water tanks.

## **Pest Control**

The NHA is obligated to provide and maintain a pest free apartment and is required, therefore, to exterminate pests from apartments. Residents must notify the NHA at the first sighting or evidence of infestation; the sooner pests are identified and reported, the easier it will be to treat, and less work residents will need to do to prepare for treatment.

The NHA utilizes several methods of extermination based on the severity of the infestation. The NHA utilizes extermination methods which are effective to accomplish the extermination, while at the same time attempting to do so in a manner that provides minimal exposure to residents to chemical hazards.

The NHA performs routine extermination services as requested by residents, or as needed when informed of the presence of pest infestation. The NHA is frequently able to use a "bait gel" which leaves no chemical odor and which requires tenant preparation of a minimal nature.

The NHA also utilizes boric acid in a powder form. Neither of these treatments should be noticed by anyone with a respiratory problem, but we recommend that residents not touch or let either treatment come in contact with food or clothing.

The NHA's extermination services are performed only by licensed pesticide applicators. Residents will be notified in advance of the names of chemicals to be used for extermination services performed, and NHA agrees to comply with all lawful restrictions in regard to the selection of chemicals and method of application. The NHA will postpone extermination services only for acute health reasons verified by written documentation from a physician.

Based on the level of infestation, a more extensive extermination process may be necessary. In this event, the tenant agrees to:

1. Remove all items from kitchen cabinets, including upper and lower shelves and drawers, including under the kitchen sink, leaving all counter-tops and surfaces clear and clean. Food must be removed and covered or protected by plastic bags or containers.
2. Remove all items from bathroom cabinets and medicine chests.
3. Empty linen closets, and clothing closets of all clothing and other articles.
4. Pull all furniture 18 inches away from walls.
5. Thoroughly clean stove and oven so that the stove is grease free.
6. Cover fish tanks and remove all pets.
7. Close all windows and do not return to the apartment until allowed to do so by notification.
8. After extermination has occurred, do not wash surfaces for at least 36 hours.

A resident's failure to prepare for extermination or to allow authorized personnel to perform the work will result in a maintenance charge reflecting the cost to the NHA of the applicator's inability to perform the work in the resident's apartment.

Approved by Board Resolution 848, 27 August 2001