

**Northampton Housing Authority**  
**49 Old South St.**  
**Northampton, MA 01060**  
**413-584-4030 • Maintenance Line 584-5987**  
**State-Aided Family Housing Program**

**Section I. DESCRIPTION OF THE PARTIES AND THE LEASED PREMISES**

The Northampton Housing Authority (referred to herein as NHA) leases to

\_\_\_\_\_ (Tenant),      Apt. \_\_\_\_\_

(the leased premises) with      bedroom(s) beginning \_\_\_\_\_, until termination

at \_\_\_\_\_ (address) as provided herein.

The following persons, together with Tenant, are the members of Tenant's household (household members) authorized to occupy the leased premises with Tenant:

_____	_____
_____	_____
_____	_____
_____	_____

No other person may occupy the leased premises overnight for more than a total of twenty-one (21) nights in any twelve (12) month period without NHA's written consent, as provided in Section V of this lease. The words "overnight" and "nights," as used in this lease, include daylight hours if the person regularly sleeps during the day rather than at night.

**Section II. RENT**

**(A) Amount and Payment of Rent**

Tenant shall pay the monthly rent of \$\_\_\_\_\_ in advance on or before the first (1st) day of each month beginning \_\_\_\_\_. Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro rata basis. The monthly rent will remain in effect until a new monthly rent is determined and put into effect by NHA in accordance with Section IV of this lease.

During the term of this lease NHA shall accept as rent all payments which Tenant designates as rent. The acceptance of such rental payments by NHA shall not constitute a waiver of payment for any other amounts due or of any other past, present, or future obligation under this lease. Following termination of this lease, if Tenant fails to vacate forthwith, Tenant shall pay monthly in advance the fair value of use and occupancy but no less than an amount equivalent to the rent in effect at the time of termination. Payments for such use and occupancy shall be made in advance and shall continue until Tenant and household members vacate or are otherwise dispossessed.

**(B) Nonpayment of Rent - Delinquency and Lease Termination Notice**

In the event that Tenant shall fail to pay all or any part of the rent within seven (7) days of its due date, the NHA may declare the unpaid rent delinquent and issue a Notice of Termination of Lease which may include a Notice to Quit. Prior to issuing such a notice, except where Tenant has been habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six (6) months, the NHA shall provide the Tenant with an opportunity to discuss the reason for the late payment.

**(C) Nonpayment of Rent - Interest; Repayment Agreement; Possible Eviction and Costs**

In the event that Tenant fails to pay all or any part of the rent within thirty (30) days of its due date, NHA may charge Tenant interest at the rate of one percent (1%) per month (or the highest legally permissible interest rate, whichever is less) on the unpaid balance from the date the payment was due. If Tenant shows good cause for late payment to NHA and if NHA and Tenant enter a repayment agreement, NHA in its discretion may waive the interest charge. By charging interest for late payment of rent, NHA in no way excuses Tenant's breach of Tenant's obligation to pay rent, and NHA retains the rights to terminate the lease, to evict Tenant and Tenant's household, and to collect arrearages, constable fees and costs on account of the Tenant's failure to pay rent when due.

**(D) Nonpayment of Rent - Late Fee**

In the event that Tenant fails to pay all or any part of the rent within thirty (30) days of its due date, NHA shall impose a fee in the amount of \$25 for failure to pay rent when due. Rent payments shall be

applied to rental obligations with the oldest obligation being paid first. If Tenant shall have shown good cause for late payment to NHA, or if Tenant shall have entered a repayment agreement with NHA, NHA in its discretion may waive the fee for late payment. By charging such an increased rent, NHA shall not have condoned Tenant's breach of Tenant's obligation to pay rent when due, and NHA shall not thereby waive any rights to issue a notice of termination of the Lease, to bring eviction proceedings against Tenant and to collect arrearages, constable fees and costs on account of Tenant's failure to pay rent when due.

**(E) Overhoused Households**

In the event that the size of Tenant's household does not warrant the number of bedrooms in the leased premises, and, as a consequence, the Tenant household is determined to be overhoused, unless an exception is provided by law, upon availability of a smaller unit of appropriate unit size, NHA shall offer to lease such smaller unit to Tenant who shall have thirty (30) days within which to sign a new Lease and to move to the unit of appropriate unit size. Following expiration of thirty (30) days, if Tenant shall have failed or refused to transfer to a unit of appropriate unit size offered by NHA, Tenant's monthly rent shall be 150% of the rent which would otherwise have been charged to Tenant. By charging such an increased rent, NHA shall not have condoned Tenant's breach of Tenant's obligation to pay rent when due, and NHA shall not thereby waive any rights to issue a notice of termination of the Lease, to bring eviction proceedings against Tenant and to collect arrearages, constable fees and costs on account of Tenant's failure to pay rent when due.

**Section III. ELECTRICITY, HEATING FUEL AND GAS**

Tenant shall pay the cost of the following if checked by NHA and initialed by Tenant:

Electricity [initials:   ]     Heating Fuel [initials:   ]     Gas [initials:   ]

NHA shall pay the cost of the items not so checked and initialed.

**Section IV. ANNUAL AND INTERIM REDETERMINATIONS OF RENT**

**(A) Annual Redetermination; Tenant's Obligation to Submit Verified Information**

NHA shall redetermine Tenant's monthly rent, once annually in accordance with applicable regulations or authorization of the Department of Housing and Community Development (the "Department").

Each notice of a redetermined rent shall be in writing and contain the following information:

1. The rental amount and the date when it will be effective;
2. The calculation of Tenant's monthly gross household income and monthly net household income used by NHA in determining Tenant's rent;
3. Tenant's right to, and the method of obtaining a hearing under the grievance procedure in the event of a factual error.

For purposes of redetermination of rent (and for determining continued eligibility and appropriateness of unit size), Tenant shall submit, within thirty (30) days after a request from NHA, signed, complete, and accurate statements and/or other information setting forth pertinent facts as to eligibility, income, exclusions, deductions, employment, and household composition of Tenant and Tenant's household. Tenant shall also provide authorization for NHA to obtain verification of such information from reliable sources with knowledge of the facts in order to insure its accuracy.

**(B) Interim Redetermination on Account of Increased Income**

An increase of ten percent (10%) or more in Tenant's monthly gross household income (the gross amount of income received by Tenant and household members during a month computed as provided in the Department's regulations) shall require a rent redetermination by NHA, and Tenant shall report any such increase (including any changes in income, exclusions and deductions) to NHA by the seventh (7th) day of the month following the increase together with authorization for verification.

Rent increases on account of such an increase will be effective no less than fourteen (14) days after NHA sends Tenant a notice of redetermined or adjusted rent; such notice may be sent before NHA verifies the increase. If Tenant fails to report an increase of ten percent (10%) or more in monthly gross household income (or to provide sufficient information upon which to calculate the rent) by the seventh (7th) day of the following month, any increase in redetermined or adjusted rent shall be effective retroactively so as to begin on the first day of the second month following the month in which the increase occurred.

**(C) Receipt of Delayed Payments of Income**

If Tenant or another household member receives delayed payments of income (such as receipt of retroactive wage increases or receipt of worker's compensation, SSI, or SSDI benefits for the time period while the claim for benefits was being determined), if such income has not been previously reported, Tenant shall report receipt of the income to NHA within seven (7) days after receipt. An additional rental amount shall be computed by the percentage set out in the Department's regulations and

charged on account of so much of the income which, if not delayed, would have been paid at a prior time during Tenant's tenancy at NHA. Tenant shall pay the additional rental amount due on account of such income (without interest) upon receipt of a bill from NHA.

**(D) Consequences of Nondisclosure or Misrepresentation of Income**

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

**(E) Interim Redetermination on Account of Decreased Income**

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

**Section V. OCCUPANCY AND USE OF LEASED PREMISES**

**(A) Tenant and Household Members**

Tenant shall not assign this lease and shall not sublet or transfer possession of the leased premises. Tenant shall not take in boarders or lodgers and shall not use or permit use of the leased premises for any purpose other than as a private dwelling solely for Tenant and the other members of Tenant's household who are listed in Section I of this lease or who are listed on a subsequent written lease addendum. Tenant and each other household member must physically occupy the leased premises as his or her principal place of residence for at least nine (9) months during any twelve (12) month period unless good cause is shown for a longer absence, such as involuntary absence attributable to illness or absence of a household member who is a full-time student. If Tenant or a household member without such cause shall fail to occupy the leased premises for the minimum of nine (9) months during any twelve (12) month period, Tenant shall delete such person from the lease within thirty (30) days of the failure.

**(B) Guests**

Tenant and other household members may have guests provided that Tenant shall be responsible for the conduct of any guest while in the leased premises or on NHA property and shall take reasonable steps to supervise the conduct of any guest, including a guest of a household member. No guest may stay overnight (as defined in Section I) for more than a total of twenty-one (21) nights in any twelve (12) month period without NHA's written approval of a temporary extension of the guest's stay. Tenant shall not accept any compensation from an overnight guest for his or her stay in the leased premises. If notwithstanding adequate supervision, a guest behaves in a manner which violates any of Tenant's Obligations set out in Section IX, among its remedies NHA may require that Tenant take steps to insure that the individual involved shall not be a guest of Tenant or of any household member again in the future. In addition, if a guest damages or destroys NHA property, among its remedies NHA may require that the Tenant shall pay the cost of repair or replacement.

Tenant shall notify NHA of the length of the stay of an overnight guest within a reasonable time following an overnight stay; such notice shall be confidential and, provided that the guest has not been barred from the premises and has not committed lease violations during his or her stay, the notice shall only be used by NHA for enforcement of the foregoing provision as to the permissible stay of a guest in the leased premises.

Each household member shall take reasonable steps to supervise the conduct of his or her guests. Failure of a household member to take such steps shall constitute good cause for NHA to request deletion of the household member from the lease in the manner provided in Section XI if his or her guest violates the provisions of the lease and the violation constitutes cause for termination of the lease but NHA in its discretion does not seek such termination.

If an individual, whom Tenant or a household member knows or should have known to have a history of serious crimes or of antisocial conduct, is a guest of Tenant or the household member, this circumstance shall be deemed a lack of adequate supervision if the guest violates the provisions of the lease.

For purposes of this lease an employee of Tenant or of a household member, other than a personal care attendant, shall be deemed to be a guest.

**(C) Personal Care Attendant**

In the event Tenant or a household member has a disability and as a consequence of that disability requires the services of a full-time, live-in personal care attendant, any such personal care attendant, who is not paid for the fair value of his or her services to the disabled person, must be approved as an additional household member pursuant to Section XII of this lease prior to his or her residing in the

leased premises. Any such full-time, live-in personal care attendant, who is to be paid for the fair value of his or her services to the disabled person, shall be screened in the same manner as an applicant for public housing and, if he or she is found to be qualified, he or she may reside in the premises without being added as a household member but at NHA's request shall verify that he or she is working full-time as a personal care attendant for the disabled person and is receiving wages for the fair value of these services.

**(D) Remaining Members of a Household**

In the event that Tenant ceases to occupy the leased premises, one or more remaining members of Tenant's household may be given permission for continued occupancy, provided that: (1) Tenant is not relocating to public or assisted housing elsewhere and is current in his or her financial obligations to NHA and is not subject to eviction proceedings; (2) the remaining members of the household are eligible and qualified for public housing and (excepting a newborn of a household member) have resided in the leased premises for at least one year, and; (3) at least one adult member (or emancipated minor member) of the household applies for and signs a new lease with NHA. In the event of divorce or separation between household members, one of whom is the Tenant, or entry of a protective order for one household member against another, a Massachusetts court with jurisdiction may determine who shall be eligible for continued occupancy, and if those persons do not include the Tenant named in this lease, the Tenant shall vacate. In the event that any such remaining members of Tenant's household are approved for continued occupancy, if the size of the leased premises is no longer appropriate for the household, such remaining members shall transfer to a smaller unit if and when offered by NHA.

**(E) Other Legal Use of the Leased Premises**

With the NHA's prior written approval, Tenant and household members may engage in legal profit-making activities which are incidental to the primary use of the unit as a private dwelling if suitable general liability insurance coverage is provided insofar as NHA shall deem it necessary, and if the activities will: (i) not be likely to cause any disturbance or inconvenience to neighbors; (ii) comply with any applicable zoning and any applicable federal, state or local licensing requirements; (iii) not significantly increase utility or water consumption (unless Tenant separately pays for utilities); and (iv) not result in any other additional expense to NHA. At any time NHA may withdraw permission if any of these conditions are violated.

**(F) Appropriate Unit Size: Maximum Persons**

The leased premises are to be considered of appropriate unit size so long as Tenant, other household members, and any full-time, live-in personal care attendant, who are the opposite sex, age eight (8) or over, excepting husband and wife (or those living as husband and wife), do not have to share a bedroom, and so long as no more than two (2) persons share any bedroom. Husband and wife (or those in a similar living arrangement) must share a bedroom as must same sex household members. Persons of the opposite sex, age eight (8) or over, may share a bedroom at the Tenant's irrevocable election, and if such an election is made the leased premises will be deemed to be of appropriate unit size even if a bedroom is so shared.

Exceptions may be made under applicable regulations or authorizations of the Department. In no event shall Tenant permit more occupants than the number of occupants permissible under the provisions of the State Sanitary Code to occupy the leased premises. In no event shall Tenant request authorization of a household with members in excess of such number of permissible occupants.

**Section VI. TRANSFERS**

**(A) Decreases in Household Size**

In the event that the size of Tenant's household decreases by one or more members and as a consequence the leased premises are no longer of appropriate unit size, unless an exception is provided by law, upon availability of a smaller unit of appropriate unit size, NHA shall offer to lease such unit to Tenant who shall have thirty (30) days within which to sign a new lease and to move to the unit of appropriate unit size. Following expiration of thirty (30) days, Tenant shall vacate the leased premises.

**(B) Increases in Household Size**

In the event that one or more household members are added to this lease as provided in Section XII and as a consequence the appropriate unit size for the household increases, NHA shall approve an application to transfer the household to a larger unit of appropriate unit size upon availability provided that: (1) there are and have been no serious violations of the lease within the preceding two (2) years; (2) Tenant is current in rent, charges and fees owed to NHA; and (3) Tenant is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding.

**(C) Transfers for Modernization Work**

In the event modernization work is to be undertaken involving the leased premises, NHA shall give written notice about the work and offer to transfer Tenant's household to another unit of appropriate unit size upon availability. Upon notice of availability of such a unit, Tenant shall have thirty (30) days

within which sign a lease for and to move to the other unit. Following expiration of thirty (30) days from the notice of availability, Tenant shall vacate the leased premises.

**(D) Other Reasons for Transfer**

NHA may approve an application for transfer pursuant to applicable state regulations or authorization of the Department.

**Section VII. HAZARDOUS CONDITIONS**

**(A) Report and Repair of Hazardous Conditions**

If, as a consequence of damage to the leased premises or the building of which it is part, conditions are created which are imminently hazardous to the life, health, or safety of the Tenant's household, Tenant shall immediately report the conditions to NHA. NHA shall make its best efforts to repair the damage within a reasonable time and shall prioritize such repairs in its repair schedule. If the damage was caused by Tenant, other household member or guest the cost of repairs shall be charged to and paid by Tenant.

**(B) Temporary Alternative Accommodations During Prolonged Repairs**

If such imminently hazardous conditions exist, NHA shall offer alternative temporary accommodations in an appropriately sized vacant unit, if available, in the event that repairs necessary to correct the hazardous conditions cannot be made within a reasonable time, provided that the damage was not caused by Tenant, other household member or guest. Tenant shall have the same obligations, including the same rental obligation, for these temporary accommodations as for the leased premises but shall move back to the leased premises forthwith upon notice that necessary repairs have been made.

**(C) Abatement of Rent During Prolonged Repairs**

If such imminently hazardous conditions exist, NHA shall abate Tenant's rent for the leased premises by a percentage commensurate with the percentage loss in its value as a dwelling provided that: (1) repairs necessary to correct the hazardous conditions cannot be made within a reasonable time; (2) Tenant has not been notified that alternative temporary accommodations are available; and, (3) the damage was not caused by Tenant, other household member or guest.

**Section VIII. NHA OBLIGATIONS**

NHA has the following obligations:

**(A) Initial Condition of Leased Premises**

To deliver the leased premises in decent, safe and sanitary condition at initial occupancy in conformity with the requirements of Chapter II of the State Sanitary Code.

**(B) Heat**

To provide and maintain in good condition a heating system and to supply legally requisite heat during the period from September 15 through June 15 of each year, unless the Tenant is required to supply heating fuel and fails to provide adequate fuel or is otherwise responsible for the lack or inadequacy of heat.

**(C) Hot Water**

To provide and maintain in good condition a hot water heater and to supply legally requisite hot water in sufficient quantity and pressure for ordinary use unless the Tenant is required to supply the fuel and fails to provide adequate fuel or is otherwise responsible for the lack or inadequacy of hot water.

**(D) Extermination**

To provide extermination services as necessary. Tenant may be charged for special extermination services required as a consequence of Tenant's failure to keep the leased premises in a clean and sanitary condition or failure to properly prepare the leased premises for scheduled extermination services.

**(E) Maintenance of Structural Elements**

To maintain the structural elements of the building containing the leased premises.

**(F) Maintenance of Common Areas**

To maintain the common areas of the building open to the household.

**(G) Appliances**

To provide a stove and refrigerator and the following additional appliances if any, in safe condition and working order at initial occupancy: \_\_\_\_\_none\_\_\_\_\_

**(H) Locks**

To provide new door locks or rekeyed door lock cylinders at the beginning of the tenancy, and thereafter to rekey door lock cylinders within a reasonable time of Tenant's request and at Tenant's expense. To rekey locks promptly upon request of a household member who has obtained a restraining order which is in force against another household member on account of domestic violence and to waive charges for the cost where circumstances warrant.

**(I) Notice of Tenant's Right to Grieve**

To notify Tenant in writing of the specific grounds for any proposed adverse action against Tenant by NHA and to notify Tenant of Tenant's right to request a grievance hearing and the process to be used in circumstances where the Tenant has a right to such a hearing if requested.

**(J) Emergency Repairs**

To use best efforts to make emergency repairs or otherwise correct conditions which are imminently hazardous to the life, health or safety of Tenant or other household members within a reasonable time after receiving notice and to take other measures specified in Section VII regarding hazardous conditions.

**(K) Non-emergency Repairs**

To use best efforts to complete all reasonably required non-emergency repairs of the leased premises within a reasonable time after receiving notice.

**(L) Confidentiality of Records**

To preserve the confidentiality of records of Tenant and other household members in accordance with and to the extent provided by 760 CMR 8.00 and other applicable law.

**(M) Respect of Tenant's Right to Join a Tenant Organization**

To respect Tenant's right to organize and/or join a tenant association and/or a tenant organization.

**(N) Copies of Rules**

Notify Tenant of changes in pertinent rules, policies and regulations affecting the Tenant's tenancy and provide, after a request by Tenant, copies of any such rules, policies and regulations, provided that there may be a charge for such copies if the Tenant has previously been provided with the material.

**(O) Prompt Redetermination of Rent**

To redetermine rents promptly at the time of annual redetermination and at the time of any interim redetermination as provided in Section IV and to take appropriate steps to obtain verification of increases or decreases in income promptly.

**(P) Prompt Processing of Applications for Transfer**

To process applications for transfer promptly.

**(Q) Prompt Processing of Applications to Add a Household Member**

To process applications which seek to add a household member promptly and to determine the qualification of each such proposed household member pursuant to 760 CMR 5.00 promptly.

**(R) Eviction Proceedings Against Others**

To commence eviction proceedings against another tenant if NHA determines that such proceedings are warranted under the circumstances and likely to succeed against other such tenant on account of behavior by such tenant, other household member or guest which has jeopardized the health or safety of Tenant or other household member named in this lease.

**(S) Assistance to Victims of Domestic Violence**

To provide assistance which the NHA may determine to be reasonable and appropriate to a household member who is a victim of domestic violence.

**Section IX. TENANT'S OBLIGATIONS**

Tenant has the following obligations which are material conditions of Tenant's tenancy:

**(A) Payment of Rent**

To pay rent as provided in Sections II and IV.

**(B) Payment for Utilities**

To pay the cost of any utilities specified in Section III and to provide sufficient fuel for heat and hot water if provision of fuel is Tenant's responsibility pursuant to Section III.

**(C) Transfer**

To transfer to a unit of appropriate unit size because of decreases in household size as provided in Section VI (A) or because of modernization work as provided in Section VI (C).

**(D) Proper Conduct on Housing Authority Property**

To conduct himself/herself, (and to cause each other household member and any guest of Tenant or of another household member to conduct themselves) in a peaceful manner and in a manner which will not injure, endanger, harass or disturb other residents, NHA employees, or other persons lawfully on the NHA's property.

**(E) No Threats, Harassment or Nuisance**

To refrain from (and to cause each household member and guest to refrain from) unlawful threats or harassment directed against NHA's officers or employees, other residents and others lawfully on the leased premises or on NHA property. To create or maintain no nuisance (and to cause each household member and guest to create or maintain no nuisance) in the leased premises or on NHA property.

**(F) No Crimes On or Near the Leased Premises**

To refrain from (and to cause each household member to refrain from) any and all criminal conduct in the leased premises, on NHA property or in its vicinity (1) which interferes with or threatens to interfere with the rights of other persons to live quietly, securely and peaceably, (2) which adversely affects or threatens to adversely affect the health, safety, or quality of life of other persons, including NHA officers and employees, residents and others lawfully on the property or in its vicinity, or (3) which adversely affects or threatens to adversely affect the security of property owned by others, including the NHA, its officers and employees, residents and others lawfully on the property or in its vicinity. Such criminal conduct shall also include but not be limited to the criminal conduct specified in Sections X (E) (2) and (3) of this lease.

**(G) No Serious Crimes Outside Housing Authority Property**

In addition to the foregoing obligation to refrain from criminal activity in the leased premises and on NHA property and its vicinity, to refrain from and to cause each household member to refrain from commission of any serious criminal act which involves: (1) violence against any other person, even if not on NHA property or in its vicinity, (such a crime includes but is not limited to murder, attempted murder, assault and battery with a dangerous weapon, robbery, rape, and indecent assault); (2) sexual misconduct with a child; or (3) the sale or distribution of a controlled substance.

**(H) No Disturbances or Loud Noise**

To refrain from (and to cause each household member and guest to refrain from) making or creating loud noise or noises, which unreasonably disturb or are likely to unreasonably disturb neighbors, including the NHA's employees. As part of this obligation, Tenant shall refrain (and shall cause each household member and guest to refrain) from playing televisions, radios, CD players, tape players, musical instruments, and the like at a high volume which unreasonably disturbs or is likely to unreasonably disturb neighbors. Tenant shall refrain from and shall cause household members and guests to refrain from holding parties or group gatherings in the leased premises which unreasonably disturb or are likely to unreasonably disturb neighbors. Tenant shall refrain from and shall cause household members and guests to refrain from making loud noise in common areas, roadways, parking areas or elsewhere on or in the vicinity of NHA's property which unreasonably disturbs or is likely to unreasonably disturb neighbors, including but not limited to: (1) unnecessarily noisy operation of any motor vehicle including the operation of any motor vehicle without a working muffler, (2) unreasonably loud indoor or out-of-door parties or gatherings, (3) unreasonably loud or raucous individual behavior, and (4) other activities or behavior which create disturbance or unreasonably loud noise. Tenant shall immediately take effective measures to bring his or her own behavior and the behavior of household members and guests into compliance with this subsection upon request of an officer or employee of NHA or any other person.

**(I) Maintaining Clean and Sanitary Condition of Leased premises**

To keep (and to cause each household member and guest to keep) the leased premises in a clean and sanitary condition and promptly to remedy any lack of cleanliness or lack of sanitary condition. Tenant shall not create any condition which is likely to attract rodents or insects, to cause offensive odors, or to endanger the health of any person. Tenant and household members shall comply with all applicable obligations imposed upon them by the State Sanitary Code.

**(J) Disposal of Garbage and Trash**

To dispose (and to cause each household member and guest to dispose) of all garbage, trash and refuse properly in accordance with rules established by NHA and in compliance with state and local law. Prior to disposal Tenant shall keep garbage, trash and refuse in secure bags or containers in a manner which will not attract rodents or insects or cause offensive odors.

**(K) Maintaining Safe Condition of Leased Premises**

To keep (and cause each household member and guest to keep) the leased premises in safe condition. There shall be no storage of flammable liquids or hazardous substances in the leased premises or elsewhere on NHA's property, unless such liquids or substances are normal household items and are properly stored. No hazardous waste of any sort shall be stored in the leased premises, and all hazardous waste, including used motor oil, shall be properly disposed of by the Tenant.

**(L) Use and Care of Plumbing and Other Utility Services**

To use (and to cause each household member and guest to use) the plumbing fixtures and plumbing and all other utility services properly and solely for their intended uses; not to dispose (and to cause each household member and guest not to dispose) of any oil, hazardous wastes, garbage (excepting garbage processed through a garbage disposal), or trash through the drains or the toilet. Tenant, household members and guests shall not tamper with or attempt repairs to the wiring, gas lines or plumbing and shall not overload electrical circuits or extension cords. All lamps and electrical appliances belonging to Tenant or a household member shall be properly wired. In the event electrical, gas or plumbing repairs to the leased premises shall be necessary, Tenant shall not attempt such repairs but shall immediately notify NHA about the need for repairs. Tenant, household members, and guests shall use any elevator and any common appliance properly.

**(M) Damage**

To refrain from damaging (and to cause each household member and guest to refrain from damaging) the leased premises or any other property of NHA. In the event damage occurs Tenant shall promptly notify NHA about the damage and the cause of the damage.

**(N) Payment for Damage**

To pay the cost of labor and materials reasonably necessary to repair or replace property of NHA lost, removed, damaged or destroyed by the negligence or the intentional act of Tenant, other household member or guest; to pay all costs resulting from misuse of the plumbing or other utility service or from misuse of an elevator or a common appliance; and to make such payment within thirty (30) days following Tenant's receipt of an itemized bill from NHA, which may post a list of reasonable standard charges for repair of damage.

**(O) Pets Policy**

Not to keep any pets or other animals and not to permit pets or other animals to be kept in the leased premises or elsewhere on NHA property on a temporary or permanent basis, excepting reasonably quiet birds in cages or fish in tanks, without the written permission of NHA in accordance with its rules or policies.

**(P) Major Appliances and Heavy Items**

Not to install or operate any major appliances (such as washers, dryers, air conditioners or freezers) or any heavy items (such as waterbeds) without the prior written approval of NHA in accordance with any applicable rules or policies.

**(Q) Rules, Policies and Regulations**

To comply with the rules and policies (and to cause each household member and each guest to comply with the rules and policies) established by NHA for the housing development of which the leased premises are a part pursuant to Section XX; and to comply with applicable regulations of the Department.

**(R) Alterations to the Leased Premises**

To make (and to cause each household member or guest to make) no alterations or additions to the interior of the leased premises or to the exterior of the building containing the leased premises or to the grounds without the prior written approval of NHA. An approved alteration or addition which cannot be removed without damage to the leased premises, building or grounds shall not be removed and shall become the property of NHA at the time when Tenant vacates, unless Tenant shall first have deposited with NHA sufficient funds to pay for any damage resulting from removal and shall have received the written consent of NHA to the removal.

**(S) Guests**

To oversee and supervise the conduct of all guests of Tenant and other household members and to permit overnight guests only in accordance with and subject to the provisions of Section V(B).

**(T) Use and Occupancy of the Leased Premises**

To use and occupy the leased premises only in accordance with the provisions set out in Section V.

**(U) Vacating the Leased Premises**

To vacate promptly upon termination of the lease and to leave the leased premises clean, free of garbage and trash and in as good a condition as existed at the time of commencement of the lease or at the time of a subsequent modernization, normal wear and tear, excluded.

**(V) Smoke Detectors**

To keep all smoke detectors in the leased premises unobstructed at all times; not to tamper with or render inoperable any smoke detector, heat detector, sprinkler, or any part of a fire detection or fire prevention system (including the removal of the battery from a battery-operated smoke detector) on NHA's property; and to notify NHA immediately of the malfunction or inoperability of any smoke detector in the leased premises; to replace uncharged batteries in any battery-operated smoke detector as necessary to maintain its operation or to notify NHA immediately of the need for such replacement.

**(W) Access to the Leased premises**

To permit access to the leased premises by NHA as provided in Section XV and not to replace, add or rekey any locks.

**(X) Payment of Constable Costs and Court Filing Fees**

To pay the expenses incurred by NHA as a result of Tenant's breach of any term of this lease, including filing fees, constable costs, and moving and storage costs in eviction actions commenced on account of any such breach.

**(Y) Wage, Tax and Bank Match; Social Security Numbers**

To participate and cause household members to participate in any wage, tax, and/or bank match system required by the Department and permissible under law and to provide upon request the information and authorizations necessary for such a wage, tax, and/or bank match. Subject to any applicable law, to provide and to cause each other adult household member to provide NHA with his or her social security number, and to authorize use of such social security number for use by NHA for



verification of income and assets of the household through the Massachusetts Department of Revenue's integrated tax, wage reporting, and bank match systems or similar means of verification.

## **Section X. TERMINATION OR VOIDING OF LEASE**

### **(A) Termination by Tenant**

This lease may be terminated by Tenant at any time by giving thirty (30) days advance written notice to NHA.

### **(B) Voiding by NHA**

This lease and occupancy of the leased premises by Tenant and Tenant's household members may be annulled and made void by NHA for any of the reasons set out in M.G.L. c. 139 §19. In the event that grounds shall exist for so voiding the lease and in the event NHA shall determine to use the procedure set out in M.G.L. c. 139 §19, NHA shall give to Tenant a written notice of voiding lease, which shall state the reason for voiding the lease, prior to NHA's seeking an injunction or execution for possession in court. There shall be no grievance hearing prior to the court proceeding.

### **(C) Termination by NHA**

This lease and occupancy of the leased premises by Tenant and Tenant's household members may be terminated by NHA for any of the following reasons:

- (1) Tenant's failure to make timely payment of rent in violation of Sections II (A) and IV.
- (2) Breach or violation by Tenant, a household member, or guest of any of the occupancy obligations and restrictions set out in Sections I and V.
- (3) Criminal conduct, threats, harassment, or nuisance by Tenant, a household member, on NHA's property, including the leased premises, or in its vicinity, in violation of Section IX (E) and (F). This criminal conduct includes but is not limited to the criminal conduct described in Section X (E)(2) and (3).
- (4) Commission of a serious crime involving violence against another person by Tenant or by a household member, even if not on NHA property or its vicinity, at any time while the lease is in effect, in violation of Section IX(G).
- (5) The conduct of a guest, including a guest of a household member, if the conduct of the guest in the leased premises or on NHA property violates the provisions of this lease and the conduct would be grounds for termination of the lease if committed by Tenant and if the Tenant knew beforehand or should have known beforehand that the guest would engage in misconduct or if Tenant failed to take reasonable steps to supervise the guest.
- (6) In the event that Tenant has knowledge of a court order barring a person from the leased premises or from NHA property, or in the event a household member has been deleted from the lease by Tenant at the request of NHA, the Tenant's failure to take all necessary steps to exclude the person from the leased premises.
- (7) Income which exceeds the maximum allowable for a household under applicable regulations or authorization, provided that NHA may provide an exemption for up to six (6) months if Tenant can establish hardship which prevents an earlier relocation of the household to unsubsidized housing.
- (8) Failure by the Tenant or a household member to supply complete and accurate information necessary for a rent determination or for a determination of eligibility for continued occupancy. Failure by Tenant or a household member to give requisite authorization for verification of eligibility, income, employment and household composition. Failure to provide a social security number as required in Section IX (Y), or to participate in a wage, tax or bank match as required in Section IX (Y).
- (9) Failure to supply complete and accurate information in Tenant's application for public housing or in a request for a priority or preference status or in the documentation submitted in support of Tenant's application for public housing, or request for a priority or preference status, if complete and accurate information would have provided: (a) cause for finding Tenant ineligible or unqualified for public housing; (b) cause for determining Tenant not entitled to the priority or preference status which Tenant received; (c) cause for housing Tenant in a smaller unit; or (d) cause for establishing a materially higher rent.
- (10) Failure to sign a lease, lease amendment or lease addendum containing lease provisions authorized by the Department or required by applicable regulations or by applicable law; failure to sign lease provisions required by changes in size or income of Tenant's household.
- (11) Failure to vacate in the event of a decrease in household size, as provided in Section VI (A), or in the event of modernization work, as provided in Section VI (C).
- (12) Failure by Tenant or by a household member to physically occupy the leased premises as his or her primary residence for at least nine (9) months in any twelve (12) month period except as provided in Section V (A).

- (13) A guest's staying overnight for more than a total of twenty-one (21) nights in a twelve (12) month period without NHA's written approval.
- (14) Repeated failure by Tenant to report the length of the stay of an overnight guest within a reasonable time following the stay.
- (15) Breach or violation by Tenant or a household member of any one of the other obligations set out in Section IX of this lease.
- (16) Other good cause.

**(D) NHA's Notice of Termination of Lease**

Prior to terminating this lease and the underlying occupancy of Tenant and Tenant's household members, NHA shall give to Tenant a written notice of termination of lease which precedes the date of termination by:

- (1) at least fourteen (14) days in the case of failure to pay rent;
- (2) a reasonable time considering the seriousness of the grounds for termination (but not to exceed fourteen (14) days) when the grounds (other than nonpayment of rent) are such that no grievance hearing is required; or
- (3) no less than thirty (30) days in any other case.

The notice of termination of lease shall state the reason for termination of the lease. It may include a notice to quit. If Tenant is entitled to a grievance hearing under subsection (E) of this section, the notice of termination of lease shall specify that, within seven (7) days following the date on which notice is given, Tenant has the right to request such a hearing and shall specify the process to be used in making the request.

**(E) Administrative Hearing Prior to Lease Termination in Certain Instances**

If NHA shall give notice of termination of lease to Tenant, within seven (7) days after the notice has been given, the Tenant may request a grievance hearing regarding whether good cause exists for terminating the lease, except that pursuant to M.G.L. c.121B, §32 no grievance hearing shall be required:

- (1) in the event of nonpayment of rent
- (2) in the event NHA has reason to believe that Tenant or a household member:
  - (a) has unlawfully caused serious physical harm to another tenant or an employee of NHA or any other person lawfully on NHA's property.
  - (b) has unlawfully threatened to seriously physically harm another tenant or an employee of NHA or any person lawfully on NHA's property.
  - (c) has unlawfully destroyed, vandalized or stolen property of a tenant or of NHA or of any person lawfully on NHA's property, if such conduct creates or maintains a serious threat to the health or safety of a tenant, an NHA employee, or any other person lawfully on NHA's property.
  - (d) has unlawfully possessed, carried, or kept a weapon on or adjacent to NHA's property in violation of M.G.L. c. 269, §10.
  - (e) has unlawfully possessed or used an explosive or incendiary device on or adjacent to NHA's property or otherwise violated M.G.L. c. 266, §§ 101, 102, 102A or 102B.
  - (f) 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 NHA's property.
  - (g) has engaged in other criminal conduct which seriously threatened or endangered the health or safety of any member of a tenant household, employee of NHA, or any person lawfully on NHA's property.
  - (h) has engaged in behavior which would be cause for voiding this lease pursuant to the provisions of M.G.L. c. 139, §19.
- (3) in the event NHA has reason to believe that a guest of Tenant or a guest of another household member has engaged in any of the behavior listed in paragraph (2) and that Tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

**(F) Procedure at a Grievance Hearing on Lease Termination**

A written request for a grievance hearing shall be made by Tenant to the NHA within seven (7) days after notice of termination of lease has been given to Tenant. The grievance hearing shall be held pursuant to NHA's grievance procedure.

NHA shall schedule a grievance hearing within thirty (30) days from receipt of the request for a hearing and at least fifteen (15) days prior to the date of termination set out in the notice of termination. Reasonable notice shall be given to Tenant.

In cases where Tenant has properly requested a grievance hearing, NHA shall not institute an action for summary process pending the hearing and a decision in NHA's favor or other disposition without a decision on the merits.

At the grievance hearing any additional reason for termination of the lease, which arose subsequent to the date of the notice of termination of lease, shall be considered so long as NHA gives Tenant written notice of the additional reason, not less than three (3) days before the hearing or, if a reason for

eviction shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such additional reason.

**(G) Summary Process Court Actions**

If a grievance hearing is not required or is not requested, after the expiration of the deadline in the notice of termination of lease or notice to quit, if Tenant and Tenant's household members have failed to vacate, NHA may institute an action for summary process or other appropriate judicial action. If the decision following a grievance hearing is in NHA's favor or if there is a disposition without a decision on the merits and the deadline in the notice of termination of lease or notice to quit has expired but Tenant or any of Tenant's household members has failed to vacate, NHA may institute an action for summary process or other appropriate judicial action.

**Section XI. DELETION OF A HOUSEHOLD MEMBER FROM THE LEASE**

Tenant may delete a household member named in Section I of this lease or in a lease addendum by a written lease addendum signed by Tenant and NHA. In the event that the conduct of a household member is such as to constitute cause for termination of the lease under Section X, but NHA in its sole discretion determines that eviction of Tenant is not required so long as the misbehaving household member ceases occupancy in the leased premises, NHA may request that Tenant delete the household member as a person authorized to live in the leased premises. A request by NHA for deletion shall specify the reason why deletion is requested. Notwithstanding a request to delete a household member, NHA may issue a notice of termination of lease on account of the same conduct of the household member about which a request for deletion is made. In the event a household member has been deleted at the request of NHA, Tenant shall not permit such person to be a guest thereafter.

**Section XII. ADDITION OF A HOUSEHOLD MEMBER TO LEASE**

**NHA Approval of an Additional Member Required Prior to Occupancy**

Before any person not named in this lease may be added as a household member, Tenant and the person involved shall have applied in writing to NHA for approval of a household including such person and NHA shall have approved the application. The enlarged household shall meet all applicable eligibility requirements for a household initially applying for housing except income shall be within the limit for continued occupancy. Before approving a household including an additional person age ten (10) or older as a member NHA shall screen him or her as an applicant for public housing and shall determine him or her to be qualified. Upon such approval, Tenant and NHA shall sign a new lease or a written lease addendum naming the person as an additional household member. Unless and until a new lease or a written lease addendum has been signed, the person applying to be added as a household member, shall not occupy the leased premises except under the restrictions applicable to guests. In the event of the birth of a child to Tenant or a household member, NHA shall approve an enlarged household including any such child. Except as may be permitted by applicable state regulations or by other applicable law or authorization, the leased premises shall be of appropriate unit size for the household including the additional person. In no event shall Tenant's household exceed the maximum number of occupants permissible for the leased premises under the provisions of the State Sanitary Code.

**Section XIII. REASONABLE ACCOMMODATION OR MODIFICATION ON ACCOUNT OF A DISABILITY**

The LHA is obligated to make reasonable accommodations and reasonable modifications for persons with disabilities. If Tenant or a household member has a disability and, on account of this disability, in order to have equal opportunity to use and enjoy the leased premises or the public or common use areas or to participate fully in the LHA's programs, activities, or services, needs a reasonable accommodation in LHA's rules, policies, practices or services, or needs a reasonable modification of the leased premises or public or common use areas, the Tenant or household member, or person acting on behalf of the Tenant or household member, may request a reasonable accommodation or a reasonable modification. Within a reasonable time following verification, as needed, of the existence of a disability and the disability-related need for an accommodation or modification, the LHA shall provide an accommodation or modification that is reasonable under the circumstances, including the availability of funds.

**Section XIV. INSPECTIONS**

**(A) Pre-occupancy Inspection**

Prior to occupancy NHA and Tenant (or Tenant's designated representative) shall inspect the leased premises; following the inspection NHA shall provide Tenant with a written statement of condition describing the condition of the leased premises and any appliances in it. The statement of condition shall be signed by both NHA and Tenant (or Tenant's designated representative) prior to occupancy.

**(B) Periodic Inspections**

NHA may conduct periodic inspections of the leased premises. Tenant shall receive advance notice as provided in Section XV and shall receive a written copy of the results of each such inspection.

**(C) Termination Inspection**

Upon termination of occupancy, NHA and Tenant (unless Tenant vacates without notice or refuses to participate or to designate a representative) shall inspect the leased premises and NHA shall provide Tenant with a written statement of condition which shall list any damage or destruction, apart from reasonable wear and tear. NHA shall at such time or thereafter submit a bill to Tenant for the reasonable charges for repairs and replacements required to put the leased premises in as good condition as the condition reflected by the original statement of condition (as it may have been modified as a result of modernization), reasonable wear and tear during occupancy by Tenant excepted. Following receipt of the bill, Tenant shall forthwith pay such charges.

**Section XV. ACCESS TO THE LEASED PREMISES BY NHA**

**(A) Access for Non-Emergency Repairs, Maintenance or an Inspection**

NHA may enter the leased premises at reasonable times to perform non-emergency repairs, maintenance or modernization work or to conduct an inspection, and in the absence of an agreed time shall give Tenant at least forty-eight (48) hours advance notice of the time and purpose of entry.

**(B) Access for Requested Repairs or Maintenance**

In the event of repairs and maintenance in response to a request by Tenant, in the absence of an agreed time, NHA shall give Tenant reasonable notice prior to entry, given, whenever possible, at least on the day prior to entry.

**(C) Access for an Emergency**

If NHA has reasonable cause to believe that an emergency exists endangering life or property which requires immediate action, NHA shall give Tenant whatever reasonable notice which the circumstances may permit before accessing the leased premises to deal with the emergency.

**(D) Access Where No Adult Present**

If at any time NHA shall have entered the leased premises and if no adult household member shall have been present, NHA shall leave a written notice specifying the time and reason for access and any work performed or measures taken.

**Section XVI. PERSONAL PROPERTY**

**(A) Insurance of Personal Property By Tenant**

Tenant shall be responsible for insuring personal property belonging to Tenant, other household members and guests against theft or other casualty.

**(B) Removal of Personal Property**

Upon termination of this lease and the departure of Tenant, Tenant shall immediately remove all personal property belonging to Tenant and to other household members or guests from the leased premises and from NHA property.

**(C) Personal Property Left on Termination of Lease**

Any personal property belonging to Tenant, other household members or guests, which is not removed from the leased premises and from NHA's property following the termination of the lease and departure of Tenant, shall be treated as abandoned and may be disposed of by NHA. Tenant shall be responsible for and shall reimburse NHA for costs for moving, storage and disposal of personal property following termination of this lease.

**Section XVII. NOTICES**

**(A) Notices to Tenant**

A notice of termination of lease, notice to quit, notice of voiding lease or notice of apparent abandonment shall be given to Tenant as follows:

- (1) in writing; and
- (2) (a) given to Tenant in hand; or  
(b) sent by certified mail, return receipt requested, to the Tenant at the address of the leased premises or such other mailing address provided by Tenant to NHA; or  
(c) given to any person answering the door to the leased premises with a copy mailed to Tenant by regular first class mail; or  
(d) placed under or through the door to the leased premises with a copy mailed to Tenant by regular first class mail in the event no person answers at the door to the leased premises; or  
(e) by service by a constable or a deputy sheriff in the manner provided for service of civil process.

Other notices to Tenant shall be sufficient if in writing and sent by regular first class mail or hand delivered to the leased premises.

**(B) Notices to NHA**

Any notice to NHA shall be sufficient if:

- (1) in writing; and

- (2) (a) sent by certified mail, return receipt requested to NHA at its office; or
- (b) hand delivered to NHA's office during regular business hours.

**Section XVIII. COMPLIANCE WITH REGULATIONS OF THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

The Department of Housing and Community Development has promulgated and may promulgate regulations regarding the terms and conditions of public housing. Insofar as applicable NHA and Tenant shall comply with the Department's regulations and any authorizations or waivers issued pursuant thereto. NHA shall post and keep posted in a conspicuous place in its central office and, if practical, in each development a copy of the applicable regulations although absence of posting shall not affect their enforceability.

**Section XIX. COMPLIANCE WITH NHA'S RULES AND POLICIES**

NHA has adopted or may adopt reasonable rules and policies for the benefit and well being of the housing development, of which the leased premises are a part, and for the benefit of the tenants of the housing development. Compliance with NHA's rules and policies, is a material condition of tenancy. Tenant, other household members and guests shall comply with such rules and policies. Substantial violation of any rule or policy shall be cause for termination of this lease and eviction. NHA shall post and keep posted in a conspicuous place in its central office and, if practical in each development a copy of all rules and policies which affect the rights, status, duties or welfare of Tenant and other household members, although absence of posting shall not affect their enforceability. Upon request Tenant shall without charge, be provided one copy of applicable rules, policies or regulations. NHA may charge for additional copies.

**Section XX. CHANGES**

This lease, and rules and regulations governing tenancy embodied in attachments thereto, represent the entire agreement between NHA and Tenant. No changes, additions or deletions from this lease shall be made except by a written amendment or addendum signed by NHA and Tenant, provided that changes, additions or deletions required by state or federal law, including state or federal regulations, shall be effective following at least thirty (30) days advance written notice to Tenant of the changes, additions or deletions.

**Section XXI. ADDITIONAL PROVISIONS**

This lease is executed in two counterparts, one of which shall be retained by NHA and one of which shall be retained by Tenant. The headings are for convenience of reference and do not constitute part of the lease. Additional provisions (if any) shall be set out in amendment(s) or addenda which shall specifically make reference to this lease.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_

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

\_\_\_\_\_  
 (Print Name(s))

NHA Signature: \_\_\_\_\_

\_\_\_\_\_  
 (Print Name and Title)

\* \* \* \* \*

Providing the information below is optional, and is not a part of or a requirement of the lease or your tenancy, but provides the NHA with guidance about whom you want us to notify in case of a health emergency, or your death.

In case of emergency, I designate the following person(s) to be notified of the emergency, and authorize that person(s) to gain access to my apartment in my absence.

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Relationship \_\_\_\_\_

**I further authorize the following person(s) to oversee the disposition of my possessions:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Relationship \_\_\_\_\_

**I agree to forever hold harmless the NHA for any conduct of the above-named persons.**

\_\_\_\_\_  
Tenant Signature

NOTE: The following are Attachments to your lease. These Attachments are policies of the Northampton Housing Authority and represent rules and regulations governing your tenancy, and are consistent with the terms of your lease.

**Attachment A – To The State Lease**  
**Rules of the Tenant’s Development**  
Family Development Residents

**I. Additional Obligations of NHA**

1. To permit the Tenant to quietly and peaceably enjoy the apartment, respecting the Tenants’ right to privacy.
2. To comply with requirements of applicable building codes, Municipal Ordinances, State Sanitary Code, and any other regulations materially affecting health and safety;
3. 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;
4. To provide each apartment with a stove and refrigerator;
5. 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;
6. To supply running water and reasonable amounts of hot water and heat at appropriate times of the year, according to State Sanitary Code, except where heat or hot water is the Tenant’s responsibility;
7. 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;
8. To change the apartment door lock cylinder for any Tenant who 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.
9. Not to interfere with the Tenant’s constitutional right to freedom of speech and right to organize or join a Tenant council.
10. To provide an apartment free from the hazards of lead-based paint, in compliance with State laws and regulations. The NHA maintains a Lead Free Certificate, available to residents, on all apartments at Hampshire Heights, in compliance with State Law.
11. a. To permit a foster child or live-in aide to reside in the unit, provided he or she meets the admissions criteria of the NHA. Upon written request by the Tenant, the NHA will make a decision based on the it’s Management Plan. The new additional person may not move into the unit until the NHA gives its written permission. 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.
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 comply with the additional policies set forth in the NHA Management Plan, and any other policies properly established by the Board of Commissioners. Any material changes to those policies which affect the terms of the lease shall be transmitted in writing to the Tenant and made a part of the lease, as appropriate, the Rules of the Tenant’s Development, or other attachments to the lease, or otherwise transmitted in writing to the Tenant.

**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. The City of Northampton has enacted Ordinances governing loud noises, including music and machinery.
2. Residents must cooperate with the procedures needed for the extermination of roaches, mice and other pests. See Attachment B, “Housekeeping and Pest Control Standards.”

3. Tenant shall return the keys to the NHA office when vacating the premises, and 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.
4. When the NHA schedules repair or modernization work, which can only be accomplished while the unit is uninhabited, the Tenant family shall agree to move to another unit made available by the NHA.
5. 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.

## **B. Safety**

1. 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 hiding electrical extension cords under carpet, or plugging too many devices into any one wall outlet or extension cord; 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 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 yard, 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.
2. Remove snow and place sand on accumulated ice from the front door to the main sidewalk; to remove cars from parking areas upon notice of snow removal work; Residents of scattered site housing are responsible for all snow removal in compliance with City Ordinance and for mowing lawns and trimming bushes as applicable.
3. No wading pools more than four (4) feet in diameter, or which have a water level higher than eight (8) inches are allowed. Wading pools of allowable size are permitted between May 1 and September 30. An adult must be present when children are using wading pools, and pools must be located within 10 feet of the resident's apartment door. Water must be drained from the pool when not in use. Pools exceeding the allowed size, or left unattended and full of water, will be confiscated. The resident will be notified that they have two days to reclaim the pool. Tenants having pools will also be required to adhere to the rules for emptying and caring for the grounds around the pools. When Tenant does not care for the area around the pool, NHA will give three days to remove the pool or clean up the area.
4. 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 family development.
5. Residents are responsible for adherence to playground safety rules posted at the playground. No glass containers are permitted on or near the playground.
6. No tenant-owned swing sets or trampolines are allowed on NHA property.

## **C. Sanitation**

1. Recycle waste in compliance with any recycling plan adopted by the NHA and instituted at the development. Cans and bottles must be washed before placing in recycling bins, in order not to attract pests.
2. Dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary, safe, and timely manner. Do not leave trash on the porch or in the yard. 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**

1. 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.
2. Only with prior written approval of the NHA may residents make alterations, repairs, or redecorations (including ANY painting) to the interior or exterior of the unit or to the equipment, or to install additional equipment or major appliances. Do not change locks or install new locks. 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. Secure floor carpet only with edge adhesives, and only with the written permission of the NHA. Glue is not allowed for floor carpets. Do not apply contact paper to walls or cabinets. Garden plots shall not



- extend more than four (4) feet from the building; do not install fences around lawns or gardens without the written consent of the NHA, which shall provide approved fence style designs;
3. Do not erect or hang radio or television antennas or satellite dishes on or from any part of the dwelling unit. Do not hang anything from exterior windows, window sills, doors or porches.
  4. 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.
  5. 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, Section G below. Any inoperable or unregistered vehicle as described above will be removed from NHA property at Tenant's expense.
  6. 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 or sidewalks for any reason. No vehicle may be left unattended while up on a jack or blocks.
  7. Residents are responsible to shut off water spigots when not in use, and to store hoses neatly out of the way.
  8. Do not install any water beds.
  9. Do not store or keep personal property any place in the development except within his own apartment or other spaces as may be designated by the NHA. Items found in un-designated areas will be removed. NHA management will attempt to notify the owner that his belongings are in storage and will return them to the owner if claimed within three days of notification.
  10. Clothes shall be dried only in areas designated for the purpose. Use of clotheslines shall be reasonable and respectful of the rights of other tenants and their use of the clothes lines.
  11. Do not use an excessive or unreasonable amount of water, heat, or other utility provided by NHA. Residents must use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air- conditioning, and other facilities and appurtenances, including elevators.

#### **E. Financial Responsibility**

1. 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.
2. To pay for loss or damage to his own and other dwellings resulting from overflow of water closets, sinks, bathtubs, or basins in his dwelling, or by installation of a waterbed in violation of the lease, if Tenant is shown to be at fault.
3. 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.
4. A schedule of charges will be provided Tenants, (See Attachment C), 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, which allows the Tenant to appeal the bill to the Executive Director or through the Grievance Process.
5. 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.
6. Some apartments come with an unfinished basement below ground level. There is a likelihood 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.
7. 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. The NHA will not be responsible for water damage caused by basements becoming wet as a result of rain or melting snow, water leaks, or sewer backups. 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. Promoting Safety of the Neighborhood and Neighbors**

1. Residents and their guests must not unlawfully possess, carry or keep, on or adjacent to the premises of the NHA, a weapon or firearm 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;
2. All firearms legally allowed should be kept in a locked safe and/or must be protected from discharge by use of a trigger lock;

3. 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;
4. 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.
5. Residents are encouraged to contact the Police if they witness a crime or suspicious activity. Residents should feel free to contact NHA staff to discuss concerns about safety, report dangerous activities of children, report unsafe conditions such as inoperable street lights, or to request their locks be changed if they lose a key, or have obtained a Chapter 209 Restraining Order.

### **G. Rules and Regulations for Parking**

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

A copy of these rules shall be posted in the Housing Authority offices.

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

1. 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.
2. Residents owning more than one vehicle may need to make alternative off-site arrangements for parking of additional vehicles.
3. Vehicles owned by residents must be registered and inspected in accordance with State law.

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

1. 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.
2. Guests of Tenants, Tenants temporarily using a vehicle owned by another party, or individuals properly having business on NHA property, may receive a temporary permit on a space available basis.

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

1. Except as noted when receiving a permit, residents may park in any designated parking space at the development where 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 shall ensure that their guests do not park in spaces reserved for another tenant.
2. In those developments where parking spaces are assigned (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**

1. 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 sidewalk, pedestrian crosswalk, or blocking a wheelchair ramp or 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 prohibited. 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 NHA 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 NHA 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.

### **H. 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 NHA. For purposes of this provision, 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 Salvo House, Tobin Manor, Cahill and Forsander Apartments, and Hampshire Heights are allowed to consume alcoholic beverages on their porches. Residents of Bridge St., and State St. Houses, and scattered site houses are allowed to consume alcoholic beverages in the areas defined by the property boundary. NOTE: This section is also a provision of City Ordinance, Section 14-16, enforced by the Northampton Police.

### **III Defects to the Unit that are 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 any personal injury, hazardous condition, or damage to the property;
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;
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.

### **IV 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 unit, and the equipment provided with the unit. The statement shall be signed by the manager 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 unit, 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 III, E, Paragraph 1, 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.

### **V 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 re-occupancy. 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.

5. In the case of a health or safety emergency, where immediate entry to the unit is determined to be essential, health, fire, or police agencies may enter a unit without the presence of NHA personnel.

**VI Notice Procedures.**

1. Except as provided above in Section V, 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.

1. If the Tenant is visually impaired, notices shall be in an accessible format.

Approved by Board Resolution 867- March 11, 2002  
Amended by Resolution 877- May 13, 2002  
Amended as Policy for Attachment to State Lease – Jan 12, 2004

**Smoke Detectors Save Lives!**

**The NHA reports violations of this law, and encourages prosecution.**

**Massachusetts General Laws, Chapter 148: Section 27A**

“...(N)o person shall shut off, disconnect, obstruct, remove or destroy, or cause or permit to be shut off, disconnected, obstructed, removed or destroyed, any part of any sprinkler system, water main, hydrant or other device used for fire protection” **(including a smoke detector)** “in any building owned, leased or occupied by such person or under his control.....Violation of this section shall be punished by imprisonment for not more than one year or by a fine of not more than one thousand dollars, or both.

## **Attachment B – To The State Lease**

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

In an effort to improve the livability and the safe, sanitary condition of the Northampton Housing Authority's properties, the NHA 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 NHA.

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 failures to abide by Housekeeping Standards, which result in unsafe and/or unsanitary conditions (as defined by the HUD's Housing Quality Standards and 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, Attachment E.

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

#### **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:** There shall be no roaches and pests - their presence must be reported to the NHA immediately.
9. **DAMAGE:** All damages must be reported to the Maintenance Department, at 584-5987.
10. **SMOKE DETECTORS:** Shall be intact and operational.

#### **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 shall have no more than one inch of ice. Residents are responsible for defrosting their freezer, as needed.
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 be 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 is allowed 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 may 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 that 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 868 - March 11, 2002  
Amended as Policy for Attachment To State Lease- Jan. 12, 2004

## **Attachment C – To The State Lease**

### **Maintenance Charges**

The NHA performs emergency and routine maintenance. Maintenance work is performed during normal working hours at no charge to residents unless the work performed is as a result of negligence or 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, week-ends, and holidays. 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, whose remedy or repair, therefore, can reasonably be postponed until normal working hours, or 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, requested and 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 can do so by returning the bill, along with a note, to the Executive Director, within ten (10) days of receipt of the bill. 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 a lobby entrance door 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 869 - March 11, 2002  
Amended as Policy for Attachment To State Lease- Jan. 12, 2004  
Seventh paragraph amended by Resolution 914- February 14, 2004

## **Attachment D – To The State Lease**

### **Pet Policy (for Tenants of Elderly & Disabled Developments Only)**

1. The NHA allows pets in State Assisted Housing only for residents of housing designated for elderly and handicapped people (Chapter 667 Developments). This policy is consistent with and reflects the requirements in Chapter 151 of the Acts of 1989, 760 CMR 6.07 of the Massachusetts Housing Regulations, and the pet guidelines of the NHA Management Plan.

2. The NHA shall attach an application for pet ownership to every lease of a unit in elderly and handicapped housing. Each Tenant (including a prospective Tenant about to sign a lease) who seeks to keep a pet (other than caged birds, which are not unreasonably noisy, or fish in tanks) shall first ask for the NHA's approval of an application for pet ownership. If a Tenant does not own a pet at the time, he or she may ask for conditional approval of an application, and the NHA may approve pet ownership by the Tenant conditional upon his or her subsequent satisfaction of stated conditions. Upon approval of an application by NHA, the Tenant shall sign a pet rider to the lease. Following approval of an application by NHA and prior to keeping the pet, the Tenant shall post the requisite security deposit with NHA.

3. In the event NHA denies an application for pet ownership, it shall notify the Tenant in writing of the reasons for denial and the Tenant's right to appeal to the Department of Housing and Community Development (DHCD), and it shall specify the time for appeal and the documentation required to be submitted with the appeal. The Tenant (including a prospective Tenant about to sign a lease) may, within fourteen (14) days of receipt of the denial, appeal to DHCD for permission to keep a pet. In seeking permission from DHCD, the Tenant or prospective Tenant shall provide the following documentation (or an explanation why the documentation is not reasonably available):

- a. a copy of the completed application for pet ownership and the NHA's denial of the application;
- b. a color photo and identifying description of the proposed pet;
- c. the name, address and telephone number of a veterinarian and his or her statement of the current health, weight and age of the proposed pet;
- d. veterinary certificates of spaying or neutering and of all inoculations and testing required by the guidelines;
- e. a dog license issued by the City of Northampton;
- f. the names, addresses and telephone numbers of two responsible persons, who are prepared to assume immediate responsibility for the care of the pet in an emergency; and
- g. a statement that the Tenant is prepared to post a security deposit of one hundred sixty dollars (\$160) or one month's rent (whichever is less).

4. DHCD shall review the documentation and any other relevant information and shall render a prompt written decision approving or disapproving the application. DHCD shall require a security deposit to be posted with NHA and may make other appropriate conditions in approving the application.

5. The pet committee at NHA shall accept and attempt to resolve any complaint made concerning a pet by any resident of elderly and handicapped housing. If the pet committee fails to resolve a matter or if the pet owner or a complaining party is dissatisfied with the pet committee's resolution, a request for a hearing before the pet grievance panel may be made in accordance with the pet guidelines. Decisions of the pet grievance panel shall be binding.

A Tenant's material failure to comply with a decision of the pet grievance panel shall be sufficient cause for termination of the Tenant's lease and eviction. A Tenant facing eviction, as a result of his or her failure to comply with a pet grievance panel decision, shall have no right to a grievance hearing prior to institution of eviction proceedings. If a pet grievance panel does not exist at NHA, a Tenant or a complaining party may file a grievance regarding a pet under the grievance procedure (see Attachment E, Grievances and 760 CMR 6.08) in effect for the development in which the pet is kept.

Approved by Resolution 870 - March 11, 2002  
Amended as Policy for Attachment To State Lease- Jan. 12, 2004



# Attachment E – To The State Lease

## Grievance Procedure

### A. Authority

Pursuant to 760 CMR 6.08 and the Dwelling Lease for State Housing, 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, has adopted this Grievance Procedure for State-Aided Tenants, by Resolution 871 on March 11, 2002.

### B. Compliance

This Grievance Procedure was approved for use in State Housing by the Department of Housing and Community Development. The Grievance Procedure complies with both State and Federal regulations; except where noted by specific reference, this policy governs grievances of tenants of both Federal and State-aided housing, including participants in 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 accord 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 has:

- (1) unlawfully caused serious physical harm to another tenant or employee of the housing authority, or any other person lawfully on the premises of the housing authority, or
- (2) threatened to seriously physically harm another tenant or housing authority employee, or any person lawfully on the premises of the housing authority, or
- (3) destroyed, vandalized or stolen property of a tenant or the housing authority or any person lawfully on the premises of the housing authority which thereby creates or maintains a serious threat to the health or safety of a tenant or employee of the housing authority or any person lawfully on the premises of the housing authority, or
- (4) on or adjacent to housing property, possessed, carried, or illegally kept a weapon in violation of section ten of chapter two hundred and sixty-nine or possessed or used an explosive or incendiary device or has violated any other provisions of section one hundred and one, or has violated any other provision of sections one hundred and one, one hundred and two, one hundred and two A or one hundred and two B of chapter two hundred and sixty-six, or
- (5) on or adjacent to housing authority property, unlawfully possessed, sold, or possessed with intent to distribute a controlled substance as defined in classes A, B, or C of section thirty-one of chapter ninety-four C, or
- (6) engaged in other criminal conduct which seriously threatened or endangered the health or safety of another tenant, an employee of the housing authority or any other person lawfully on the premises of the housing authority, or
- (7) for any of the reasons set forth in section nineteen of chapter one hundred and thirty-nine, or
- (8) a guest of a tenant or of a household member engages in any such behavior listed in clauses (1) to (7) above, inclusive, where the tenant knew or should have known 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.

The notice from the NHA shall state that the resident shall have the right to be represented by another person, including legal counsel, throughout the process.

A summary of the informal conference shall be prepared within a reasonable time, specifying the names of the participants, the date of the conference, resolution of the matter, if agreed upon, or the nature of the NHA's proposed disposition of the complaint and the specific reasons there for, 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 at least seven (7) days 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 or 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 a lawyer or by a non-lawyer, 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 writ ten material, shall be received regarding such issues. Both the grievant and the NHA shall be en titled 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, made available to the grievant, and kept until all appeals of the case have been decided . 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 forth with 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.

**B 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 deter mine 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 of Housing and Community Development for Tenants and Participants of 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 re view 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**

### (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 Hearing Panel that is composed of three members, one of whom shall be a member of the Board of Commissioners, one of whom shall be a tenant, and one of who shall be an impartial member.

Appointment of a Pool of Panel Members Available to Hear Grievances. The NHA recognizes that it is in the interests of the grievant and the NHA to resolve matters subject to this procedure in an expeditious manner. As such, there shall be a pool of hearing panel members appointed, from which the Hearing Panel to serve on a particular grievance is assigned. This pool shall be composed of at least two persons appointed for each constituency's slot (Board of Commissioners, Tenant, Impartial). There shall be four pools of Tenant members appointed -- a pool representing residents of a) the State-aided family developments and programs, b) the State aided elderly/disabled developments and programs, c) the Federally-aided family development, and d) the Federally-aided elderly development. The establishment of these pools provides sufficient members from which a Hearing Panel can be assigned, as well as alternate members.

Term. Whenever a member is appointed, notice of the appointment shall be given to the member, as well as to the NHA and Tenant Organizations, and the notice shall specify the term of appointment as made by the appointing body, not to exceed seven years, for which the member has been appointed.

Appointment Process. Members of the Hearing Panel pool shall be appointed in the following manner:

**a) Board Of Commissioners Members.** The Board of Commissioners shall appoint two Commissioners to the pool.

**b) Tenant Members.** The Local Tenant Organizations, or in their absence the NHA, shall organize and hold a public meeting of tenants representing elderly/disabled and family residents from both Federally-aided and State-aided housing developments and programs, and participants in the AHVP and MRVP programs, for the purpose of appointing tenant members of the Hearing Panel pool. The residents in attendance shall meet and, as they see fit, organize so as to lead to the appointment of at least two members each to Hearing Panel pools from each of the following constituencies: (i) Residents living in State-aided elderly/disabled developments and participants in the AHVP program; (ii) Residents living in State-aided family developments, or programs, and participants in the MRVP program; (iii) Residents living in the Federally-aided elderly development, and; (iv) Residents living in the Federally-aided family development. In the event that the residents of a constituency, as described in (i) through (iv) above, fail to meet or appoint their members to the Hearing Panel Pool, the Board of Commissioners shall appoint temporary members to represent that constituency until such time as the tenants of that constituency make their appointments.

**c) Impartial Members.** The Local Tenant Organizations, or in their absence the NHA, shall organize and hold a public meeting(s) of representatives of the NHA and of tenants representing elderly/disabled and family residents from both Federally-aided and State-aided housing developments and programs, and participants in the AHVP and MRVP programs, for the purpose of appointing Impartial Members to the Hearing Panel pool. The tenants and the NHA shall submit the names of at least four impartial persons each, and from those lists agree upon at least two persons who shall be appointed to the pool of Impartial Members. If need be, each group shall submit additional names until they agree upon two.

Each hearing panel member shall annually acknowledge to the NHA that he or she is ready, willing and able to serve; failure to so certify shall render that member's position vacant.

Assignment of a Grievance Panel: The NHA shall be responsible for the assignment and scheduling of a particular panel to hear a grievance. In the assignment of panel members to hear a specific grievance, the tenant member of a panel shall not live in the same residential development as the grievant.

The tenant member of the panel shall be assigned as follows:

**If the Grievant is a Tenant or Program Participant of:**

**The Tenant Representative on the Hearing Panel shall come from the Pool of:**

State-Aided Elderly/Disabled or MRVP  
State-Aided Family or AHVP  
Federally-Aided Elderly  
Federal-Aided Family

Federal Elderly Members  
Federal Family Members  
State Elderly Members  
State Family Members

The Impartial Member of the Hearing Panel shall serve as chair of the Hearing Panel, and be responsible for working with NHA staff to ensure that the grievant and other panel members are provided all documentation, for preparing in a timely manner the written decision of the Panel, and for the fair and impartial administration of the hearing process.

(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 Impartial 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 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 NHA 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 Impartial member, after notice and opportunity to be heard.

(4) 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 reason ably possible shall schedule hearings at times convenient for him or her or for his or her alternate.

(5) 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 Resolution 871 -March 11, 2002  
Amended as Policy for Attachment To State Lease- Jan. 12, 2004