

DWELLING LEASE
SPRINGFIELD HOUSING AUTHORITY
25 SAAB COURT-P.O. BOX 1609
SPRINGFIELD, MASSACHUSETTS 01101
TELEPHONE: (413)785-4500
TTY TELEPHONE: (413)785-4548

1. GENERAL PROVISIONS

A. Description of the Parties and Premises

Springfield Housing Authority (SHA), 25 Saab Court, Springfield, MA, hereby leases to [REDACTED] (Resident(s)), the apartment described under the following terms:

[REDACTED] bedroom located at [REDACTED]

B. The prorated amount at time of lease in \$ [REDACTED] and monthly rent thereafter \$ [REDACTED]. The rent is based on 30% of the adjusted gross income.

C. Payment of Rent and Utilities

1. Beginning [REDACTED] resident agrees to pay rent in advance, on or before the first calendar day of each month. Resident may make monthly payment in two (2) installments each month if Resident shows in advance and in writing, good cause for the request. SHA agrees to accept rental payments without regard to any charges owed by Resident to SHA. The Resident agrees that the acceptance of rent by SHA shall not constitute a waiver of any other claims made by SHA.

2. Except as otherwise provided in an addendum hereto SHA shall pay the full costs of the following utilities:
HEAT HOT WATER

3. Resident shall pay the full cost of the following utilities:
ELECTRICITY EXCESSIVE UTILITIES

D. Authorized Occupants

Except as otherwise provided in this lease, the leased premises shall be occupied by Resident and the following named individuals (collectively referred to as Resident's household) only:

Tenant Name	Relation	S	BirthDte	Age	SSN
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

E. SHA shall equip the leased premises, on or before the occupancy date, with a stove at SHA's expense. Refrigerators shall not be supplied, but refrigerators previously supplied to Residents shall be maintained and/or replaced at SHA's expense so long as the need to repair or replace is not the result of damage caused by a member of Resident's household or a guest.

2. SHA Responsibilities

- A. To permit Resident to quietly and peaceably enjoy the leased premises, respecting Resident's right to privacy.
- B. Not to interfere with Resident's constitutional rights to organize/join a Resident organization.
- C. To grant Resident a rent extension for a reasonable period of time provided Resident shows good cause.
- D. To establish a written payment plan for overdue rent.
- E. To impose no fees, costs or other charges except those provided for in this lease.

Costs and charges are:

- 1. Costs of service of fourteen (14) day notice for non-payment of rent;
 - 2. Costs of service of thirty (30) day notice to vacate;
 - 3. Costs of filing and service of summary process writ, filing and other court actions;
 - 4. Witness fees where incurred in the course of litigation and allowable under court rules;
 - 5. Charges for repairs necessitated by act or negligence member or household or guest;
 - 6. Charges for checks returned to SHA because of insufficient funds, closed or non-existent accounts;
 - 7. Lock outs;
 - 8. Charges for damages to common areas caused by a member of household or guest;
 - 9. Charges for SHA's removal of improperly placed trash, garbage, rubbish or debris;
 - 10. Charges for rescheduled extermination necessitated by failure to notify SHA not less than twenty-four (24) hours prior to scheduled extermination that access will be denied, or failure to properly prepare for scheduled extermination.
- Charges will be imposed for repeated cancellations.

F. To terminate this lease in accordance with its provisions and provisions of the grievance procedure, if applicable. All proper steps must be taken before SHA institutes eviction procedures or voids the lease.

G. To deliver to Resident, at initial occupancy, the leased premises in a clean, decent, safe, and sanitary condition, in compliance with Chapter II of the State Sanitary Code and with a different cylinder or lock from that in use prior to this lease.

H. To provide the following:

- 1. During the period September 15 to June 15 to provide and maintain in good condition the facilities capable of supplying heat of at least 68 degrees Fahrenheit between 7:00 A.M. and 11:00 P.M. and at least 64.5 degrees Fahrenheit at other hours, and to supply such heat unless and to the extent the Resident is required to supply the fuel.

2. To provide and maintain in good condition the facilities capable of heating water to a temperature of at least 120 degrees Fahrenheit; and to supply a sufficient quantity and pressure of water for ordinary use unless and the extent the Resident is required to supply the fuel.
3. To provide extermination services at regular intervals and more often as needed.
4. To maintain structural elements (such as walls, ceilings, floors, windows, doors, stairways, elevators, and foundations) in good repair.
5. Reasonably prompt removal of snow and ice from common walkways and driveways, in accordance with Chapter II of the State Sanitary Code, but not excusing the user's duty to exercise reasonable care in snow and ice.

I. To make emergency repairs to defects which it determines pose an immediate and serious threat to health and safety of the Resident's household. Such repairs shall be made forthwith after Resident's notification to SHA. If repairs cannot be made, temporary suitable accommodations shall be offered in accordance with Section 8 of this lease. To make a good faith effort to complete all other repairs within thirty (30) days of Resident's notification to SHA of such defect.

J. To provide written notices to Resident required in this lease either to Resident or to an adult member of the Resident's household personally, by mail or by process server.

K. In the event of death, to notify the person(s) designated below of the existence of Resident's personal property. SHA shall store for fifteen (15) days items left in the leased premises after termination of the lease, unless items are perishable or hazardous to health or safety. Abandoned property may be disposed of in an appropriate manner.

[REDACTED]

L. To respect the confidentiality of records of Resident in accordance with Statutes, Executive Orders, and Rules and Regulations relating thereto.

M. To notify resident of the specific grounds for any proposed adverse action by the SHA. (Such adverse action include, but are not limited to, a proposed lease termination, transfer of Resident to another unit or imposition of charges for maintenance and repair. When the SHA is required to afford Resident the opportunity for a hearing concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Resident of the right to request a grievance hearing under SHA's grievance procedure.

2. In the case of a proposed adverse action where a hearing is available, the SHA shall not take the proposed action until time to request such a grievance hearing has expired or (if hearing was timely requested) the grievance process has been completed.

Pages 4 through 9 of the State Lease Booklet outline:

- Section 3 Resident Obligation
- Section 4 Move In and Move Out Inspections
- Section 5 Entry of Premises During Tenancy
- Section 6 Notice Procedures
- Section 7 Determination of Rent, Dwelling Size, Eligibility
- Section 8 Defects Hazardous to Life, Health or Safety
- Section 9 Termination of Lease
- Section 10 Housekeeping Standards
- Section 11 Enforcement of Lease
- Section 12 Changes

13. Security Deposit: A security deposit in the amount of [redacted] has been received [redacted] for the premises. This security will be deposited into account # [redacted] at Banknorth, N.A., 1441 Main Street, Springfield, MA 01103.

The lease represents the entire agreement between SHA and Resident and I have received the lease in its entirety beginning with Section 1 General Provisions and ending with Section 12 Changes.

Executed on this [redacted]

Resident(s): _____
 Head of Household

 Spouse Co-Tenant

Any member of the household over the age 18 must sign.

Springfield Housing Authority

 Housing Manager

The State and Federal Lease have been amended to read as follows on the section pertaining to drug related criminal activity.

State Lease SECTION 3(L)
Federal Lease SECTION VIII(E)

To assure that resident, any member of the household, a guest, or another person under Resident's control shall not engage in:

Any drug related criminal activity, on or off the premises of Springfield Housing Authority. Any violation of the preceding sentence shall be cause for termination of tenancy, and eviction of the unit.

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

3. RESIDENT'S OBLIGATION

Residents shall be obligated as follows:

- (a) Not to assign the Lease, nor sublease the dwelling unit.
- (b) 1. Not to give accommodation to boarders or lodgers;
2. Not to give accommodations to long term guests (in excess of 14 days) in any one (1) year period) without the advance written consent of the SHA.
- (c) To use the dwelling unit solely as a private dwelling for Resident's household and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children added as authorized occupants or a personal care attendant of a member of Resident's household, provided the accommodation of such persons conforms to the SHA's Admissions and Occupancy standards and State Sanitary Code, and so long as the SHA has granted prior written approval.
- (d) To abide by necessary and reasonable regulations of EOCB or policies of SHA for the benefit and well-being of the housing project and Residents. These regulations are posted in a conspicuous manner and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (e) To comply with the requirements of applicable state and local sanitary, building or housing codes, materially affecting health and or safety of Resident and household.
- (f) To keep the dwelling unit and other such areas as may be assigned to Resident's exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Resident, free from snow, ice and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made of Resident who has no household members able to perform such tasks because of age or disability.
- (g) To dispose of all garbage, rubbish, and other waste from the household in a sanitary and safe manner only in containers approved or provided by SHA. To refrain from, and cause members of Resident's household and guests to refrain from, littering or leaving trash and debris in common areas, hallways, porches, entry ways.
- (h) To use only in a safe, reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- (i) To refrain from, and to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit, common area or other property of SHA.
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Resident, household members or guests.
- (k) To act, and cause household members or guests to act in a manner that will:
 1. Not disturb other residents peaceful enjoyment of their accommodations and common areas.
 2. Be conducive to maintaining all SHA's projects in a decent, safe and sanitary condition.
 3. Not interfere with SHA's management responsibilities.
- (l) To assure that Resident, any member of the household, a guest or another person under Resident's control, shall not engage in:
 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the SHA's public housing premises by any other residents or employees of the SHA, or persons lawfully on the premises or the security of their property.
 2. Any drug related criminal activity on or near SHA premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) or Mass General Laws Chapter 94C
 3. Unlawful use of the premises by creation of a nuisance as described by MGL C139 Sec 16-20.
 4. Any conduct set out in MGL C121B Sec.32 as cause for termination of a lease.
- (m) To make no alterations or repairs to the interior of the dwelling unit or to the equipment, not to install additional equipment or major appliances except with advance written consent of SHA. To make no changes to locks or install new locks on doors without the SHA's written consent. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by SHA.
- (n) To give prompt prior written notice to SHA of Resident's leaving dwelling unit unoccupied for any period exceeding seven (7) consecutive days.
- (o) To act in cooperative manner with neighbors and SHA staff. To refrain from acting or speaking in an abusive or threatening manner toward neighbors and SHA staff.
- (p) Not to display, use, possess or allow members of Resident's household or guests to display, use or possess any firearms (operable or inoperable) or other offensive weapons as defined by the laws and courts of the Commonwealth of Massachusetts anywhere on the property of the SHA, **without proper written authorization of the SHA.**
- (q) To take all reasonable and necessary precautions to prevent fires and to refrain from storing or keeping flammable materials in the dwelling unit or in any SHA building.
- (r) To avoid obstructing sidewalks, hallways, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit.
- (t) To refrain from, and cause members of the Resident's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature in the dwelling unit if in an SHA family development, unless a verified disability warrants the use of a pet, in accordance with the SHA's pet policies. Pets may be kept in building or units designated by the SHA for the elderly or disabled in accordance with SHA's pet policy.
- (u) To remove from SHA property any vehicles without valid state registration and current inspection stickers. To refrain from parking any vehicles in any other place than in parking area and marked by SHA. Any inoperable or unlicensed vehicles as described above will be removed from the SHA property at Resident's expense. Automobile repairs and maintenance are not permitted to be done on SHA property.
- (v) To remove any personal property left on SHA property when Resident leaves, abandons or surrenders the dwelling unit. Property left for more than three (3) days shall be considered abandoned and will be disposed of by SHA at the expense of the former resident.
- (w) **RESIDENT SHALL NOTIFY SHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (x) 1. Not to commit any fraud in connection with any housing assistance program, and
2. Not to receive assistance for occupancy of any other unit assisted under any housing assistance program during the term of the lease.

4. MOVE-IN AND MOVE-OUT INSPECTIONS

- (a) Move-in Inspection: SHA and Resident or representative shall inspect the dwelling unit prior to occupancy by Resident. SHA will give Resident a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by SHA and Resident and a copy of the statement retained in Resident's folder. Any deficiencies noted on the inspection report will be corrected by SHA.
- (b) Move-out Inspection - SHA will inspect the unit at the time Resident vacates and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or representative may join in such inspection, unless Resident vacates without notice to the SHA.

5. ENTRY OF PREMISES DURING TENANCY

- (a) Resident Responsibilities
 - 1. Upon reasonable notice Resident agrees that the duly authorized agent, employee or contractor of SHA will be permitted to enter Resident's dwelling during reasonable hours for purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
- (b) SHA's Responsibilities
 - 1. SHA shall give reasonable advance notice of its intent to enter the unit for routine maintenance. Where Resident must prepare the unit for maintenance service, such as extermination, the SHA shall provide forty-eight (48) hours advance written notice to Resident.
 - 2. SHA may enter Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
 - 3. If Resident and all adult members of the household are absent from the dwelling unit at the time of entry, SHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.
 - 4. Should the Resident call to request routine maintenance in the unit, SHA shall attempt to provide such maintenance at a time convenient to Resident.

6. NOTICE PROCEDURES

- (a) Resident Responsibility — Any notice to SHA must be in writing, delivered to SHA's central office, or sent by prepaid first-class, registered or certified mail, properly addressed.
- (b) SHA Responsibility - Notice to Resident must be in writing, delivered to Resident or to any adult member of the household residing in the dwelling unit, or sent by first-class, registered or certified mail addressed to Resident.
- (c) Return receipt for Registered or Certified mail shall be sufficient evidence that notice was given, when returned by the Postal Service, whether signed or unsigned.

7. DETERMINATION OF RENT, DWELLING SIZE, ELIGIBILITY

- A Annually Resident shall complete and return to SHA, within thirty (30) days of receipt, a Continued Occupancy Form providing accurate information as to household income, employment and composition. On the basis of this information and its verification, SHA will determine:
- 1. The monthly rent;
 - 2. The appropriate dwelling size for Resident's household, and
 - 3. Whether Resident's household income is still within the limits for continued occupancy.

- B. Rent, as fixed in this lease or as changed on annual redetermination, shall remain in effect until the next regular redetermination, except that:
1. When gross or net income decreases, a decrease in rent shall be made if requested by Resident.
 2. When Resident's monthly gross income increases by ten percent (10%) or more over the amount calculated at the most recent annual rent determination, the rent shall be redetermined accordingly. If Resident fails to report an increase of ten percent (10%) or more per month in gross income and such increase is later discovered, rent shall be increased retroactively to the second month following the increase.
- C. At the time the size of household changes, rent shall be redetermined.
- D. Before Resident's rent is changed, SHA shall send Resident a written "Notice of Rent Change" containing, in clear and understandable language, the following information:
1. The new rental amount, the date it will be effective and any retroactive amounts to be paid.
 2. The amount of Resident's household's income, household size and other facts considered by SHA determining Resident's new rent. Resident's right to, and the method of obtaining a timely hearing under SHA's grievance procedure.
- E. Rent decrease shall be effective on the first rent payment day after Resident supplies information justifying the decrease.
- F. Rent increases shall be effective on the first rent payment day of the second month following the issuance to Resident of a "Notice of Rent Change" unless Resident has failed to report an increase in income in a timely manner.
- G. If SHA finds that the leased premises are no longer the appropriate size for the Resident's household, SHA shall notify Resident to transfer to an appropriate dwelling unit. Resident's refusal to transfer within a reasonable period of time shall be grounds for eviction.
- H. If SHA determines that Resident has an income in excess of that allowed for continued occupancy. Resident be granted no more than two (2) six (6) month hardship exemptions in order to continue occupancy. Exemptions shall be granted upon a showing that having exhausted all means, Resident has been unable to locate available housing which is:
1. in decent, safe and sanitary condition; and
 2. of appropriate size and at a rent Resident can afford.
- I. This lease will **NOT** be revised to permit a change of household composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Resident AND it does not disqualify the household for the size unit it is currently occupying.
- J. Transfers
- A. Resident agrees that if the SHA determines that the size and design of the dwelling unit is no longer appropriate to Resident's needs, the SHA shall send Resident written notice. Resident further agrees to accept a new lease for different dwelling unit of the appropriate size.
 - B. Resident shall relocate if SHA determines such is necessary to rehabilitate Resident's unit.
 - C. If a Resident makes a reasonable written request for special unit features in support of a documented disability, the SHA shall have the choice to modify Resident's existing unit or transfer Resident to another unit with the feature requested, in so far as providing such features is feasible for SHA.
 - D. A Resident without disabilities who is housed in a unit with special features must transfer to a unit without such features should a Resident with disabilities need the unit on account of its special features.
 - E. In the case of involuntary transfer, Resident shall be required to move into the substitute dwelling unit made available by the SHA. Resident shall be given fifteen (15) days time in which to move following delivery of a transfer notice. If Resident fails to move, SHA may terminate the Lease.
 - F. Involuntary transfers are subject to the Grievance Procedure, and no such transfer may be made until either the time to request a grievance hearing has expired or the procedure has been completed.
 - G. The SHA will consider any Resident requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

8. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

SHA Responsibilities

- (1) SHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Resident. If the damage was caused by Resident, household members, or guest the reasonable cost of the repairs shall be charged to Resident.
- (2) The SHA shall offer Resident replacement housing, if available, if necessary repairs cannot be made within a reasonable time and the damage was not caused by Resident, household member or guest.
- (3) In the event repairs cannot be made by SHA, as described above, or replacement housing are unavailable, the rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement shall occur if Resident rejects alternative accommodations or if the damage was caused by Resident, household members or guests.
- (4) If SHA determines that the dwelling unit is untenable because of imminent danger to life, health, and safety of Resident, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any advanced rent paid will be refunded to Resident

Resident Responsibilities

- (1) Resident shall immediately notify SHA of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Resident believes he/she is justified in abating rent and the damage was not caused by Resident, household member or guest.
- (2) Resident agrees to continue to pay full rent, less the abated portion agreed upon by SHA, during the time in which the defect remains uncorrected or until the Resident is provided replacement housing.
- (3) Resident shall accept any reasonable housing offered by SHA

9. TERMINATION OF LEASE

- A. Resident may terminate this lease at any time by giving SHA thirty (30) days written notice.
- B. SHA may terminate this lease at any time but for no reason other than the following:
1. Non-payment of rent;
 2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month. Four such late payments within any successive twelve (12) month period shall constitute repeated late payments;
 3. Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities;
 4. Misrepresentation of household income, assets, or composition;
 5. Failure to supply, in a timely fashion, any certification, release, information or documentation on household income or composition needed to process annual or interim redeterminations.
 6. Damage to the dwelling unit, creation of physical hazards in the unit common areas, grounds, or parking areas of any project site, other than wear and tear;
 7. Criminal activity by Resident, household member, guest or other person under Resident's control including criminal activity that threatens the health, safety or right to peaceful enjoyment of the SHA's public housing premises by other residents, or any drug-related criminal activity on or near SHA property or any activity specified in MGL 121 B Sec. 32 as cause for eviction;;
 8. Weapons or illegal drugs seized in the SHA unit by a law enforcement officer;
 9. Any fire on SHA premises caused by carelessness, failure to supervise children or unattended cooking.
 10. Having an income which exceeds those limits allowed for continued occupancy;
 11. Imposing a serious threat to the health or safety of other Residents, SHA staff, or other persons lawfully on the property;
 12. Substantial violation of any term, condition or covenant of this lease.
- C. SHA shall give written notice of the proposed termination of the lease of:
1. Fourteen (14) days in the case of failure to pay rent;
 2. A reasonable time, but not to exceed thirty (30) days in any other case.
- D. The notice of termination, other than for non-payment of rent, shall contain the following:
1. The notice of termination or Notice to Vacate to Resident shall state specific reasons for the termination, shall inform Resident of his/her right to make such reply as he/she may wish, and of Resident's right to examine SHA documents directly relevant to the termination or eviction and to make copies of such documents at Resident's expense.
 2. When the SHA is required to offer Resident the opportunity for a grievance hearing, the notice shall also inform Resident of the right to request such a hearing in accordance with the SHA'S Grievance Procedures.
 3. The notice of termination or Notice to Vacate must be in writing and specify that if Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against him/her and he/she may be required to pay the costs of court and attorney's fees.
 4. When the SHA is required to offer Resident the opportunity for a grievance concerning the lease termination, the Resident shall not be required to vacate (even if any Notice to Vacate under State or Local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
 5. When the SHA is not required to offer Resident the opportunity for a hearing under the Grievance Procedure, the notice of lease termination shall (a) state that Resident is not entitled to a grievance hearing on the termination and (b) specify the judicial eviction procedure to be used by the SHA for eviction.
 6. The SHA may evict Resident from the unit only by bringing a court action. SHA may employ summary process proceedings. SHA may also institute proceedings under MGL 139, Sec. 19.
- E. In deciding to evict for criminal activity, the SHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by, or awareness of household members, and the effects that the eviction would have both on household members, not involved in the proscribed activity and on the household's neighbors. In appropriate cases, the SHA, in its sole discretion, may permit continued occupancy by remaining household members and may impose a condition that household members who engaged in the proscribed activity will neither reside in nor visit the unit. The SHA may require a household member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
- F. When SHA evicts a Resident from a dwelling unit for criminal activity the SHA shall notify the local post office serving that dwelling unit that such individual or household is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

- G. In order to terminate this lease for non-payment of rent, SHA shall have a private conference with Resident and/or Resident's authorized representative at a convenient time and place. If, after the conference, SHA still intends to proceed with termination, it shall give Resident a written "Notice to Quit", in accordance with applicable law, specifying a date of termination at least fourteen (14) days after the notice is given to Resident.
- H. If either SHA or Resident properly terminates this lease, and Resident leaves the leased premises between rent payment dates, a proportionate adjustment in the rent paid by the Resident shall be made.

10. HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) **SHA Responsibility:** The standards that follow will be applied fairly and uniformly to all Residents. SHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection SHA will notify Resident in writing if he/she fails to comply with the standards. SHA will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, SHA will schedule a second inspection. Training will be available at no cost to any Resident requesting or needing assistance in complying with the Housekeeping Standards.
- (b) **Resident Responsibility:** Resident is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction. Resident shall use reasonable care to keep the unit in clean and sanitary condition.

(c) **Housekeeping Standards: Inside the Apartment**

General

1. Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
2. Floors: should be clean, clear, dry and free of hazards.
3. Ceilings: should be clean and free of cobwebs.
4. Windows: should be clean and not nailed shut. Shades or blinds should be intact.
5. Woodwork: should be clean, free of dust, gouges, or scratches.
6. Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
7. Heating units: should be dusted and access uncluttered.
8. Trash: shall be disposed of properly and not left in the unit.
9. Entire unit should be free of rodent or insect infestation.

Kitchen

1. Stove: should be clean and free of food and grease.
2. Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
3. Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.
4. Exhaust Fan: should be free of grease and dust.
5. Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas: should be neat and clean without spilled food.
7. Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom

1. Toilet and tank: should be clean and odor free.
2. Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
3. Lavatory: should be clean.
4. Exhaust fans: should be free of dust.
5. Floors should be clean and dry

Storage Areas:

1. Linen closet: should be neat and clean
2. Other closets: should be neat and clean.
3. Other storage areas: should be clean, neat and free of hazard.
4. No flammable materials should be stored in the unit.

(d) **Housekeeping Standards: Outside the Apartment**

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

1. Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
2. Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
3. Steps (front and rear): should be clean, and free of hazards.
4. Sidewalks: should be clean and free of hazards.
5. Storm doors: should be clean, with glass or screens intact.
6. Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.

- 7. Hallways: should be clean and free of hazards.
- 8. Stairwells: should be clean and uncluttered.
- 9. Laundry areas: should be clean and neat. Remove lint from dryers after use.
- 10. Utility room: should be free of debris, motor vehicle parts, and flammable materials.

11. Enforcement of Lease

- A. Residents shall have a right to a grievance hearing under SHA's Grievance Procedure on any dispute arising under this lease except for eviction cases for non-payment of rent, disputes between Residents not involving SHA class grievances involving groups of tenants, or any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other Residents or employees of SHA, any drug-related criminal activity on or near such premises, or any conduct set out in MGL C.121B, Sec. 32 as cause for eviction without a prior grievance hearing.
- B. If Resident requests a hearing and the Hearing Officer decides such a request is warranted, SHA shall not proceed with the questioned act or action until after a written decision is issued by the Hearing Officer.
This lease does not in any way change the rights of Resident and/or SHA to seek any legal remedies under the U.S. Constitution, Federal and State statutes, decisional law, applicable regulations or other sources of law.

12. Changes

No changes or additions to this lease shall be made except by written agreement of SHA and Resident, or where Resident is given written notice, thirty (30) days in advance of the effective date, that such changes or additions are required to comply with Federal or State statutes, or applicable regulations or waivers granted pursuant to such regulations. This lease represents the entire agreement between SHA and Resident.

Executed on this _____ day of _____, 19 _____

Resident/s _____

Springfield Housing Authority

RAYMOND B. ASSELIN, Executive Director

Not to display, use, possess or allow members of Tenant's household or guests to display, use or possess any firearms without proper authority, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the Commonwealth of Massachusetts anywhere on the property of the Authority.