

**SCRANTON HOUSING AUTHORITY
PART II – RESIDENTIAL LEASE AGREEMENT**

THIS AGREEMENT, is executed this _____ day of _____, 20____, by and Between the Scranton Housing Authority (herein called “Authority”) and _____ (herein called the “Tenant”).

WITNESSETH:

(1) THAT THE AUTHORITY, relying upon the representatives of Tenant as to Tenant’s income, family composition and housing need, hereby leased to Tenant, upon conditions set forth in Part I of the Lease Agreement and further described below, the dwelling unit LOCATED _____ (and hereinafter called the “premises” to be occupied exclusively as a private residence by Tenant and Tenant’s family.

The Tenant’s UNIT NUMBER IS: _____ NO. OF BEDROOMS: _____.

(2) HOUSEHOLD COMPOSITION: The Tenant’s household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest. All adult members of the household shall execute the Lease.

Name	Relationship	Age/Birthday	Social Security #
1.	Head	/	
2.		/	
3.		/	
4.		/	
5.		/	
6.		/	
7.		/	
8.		/	

(3) RENT – Rent for period beginning _____ and ending at midnight _____ shall be \$ _____, payable not later than _____.

Thereafter, monthly rent in the amount of \$ _____ shall be payable in advance on the first day of each month.

Rent and other charges can be paid at the Authority’s Offices located at each Housing Development.

(4) UTILITIES AND APPLIANCES – If indicated by an (X) below, the Authority provides the indicated utility as part of the rent for the premises:

() Electricity () Cooking Fuel () Heating Fuel () Other: _____

() Water () Sewerage () Hot Water

The Authority shall provide a Cooking Range and Refrigerator for all units.

(5) **OTHER CHARGES IN ADDITION TO RENT** – The following monthly charges will be made to Tenants as additional rent. An (X) below indicates an applicable charge:

Washer: \$8.00 _____

Dryer: \$4.00 _____

Air-Conditioner: \$18.00 _____*

Dishwasher: \$3.00 _____

Freezer: \$8.00 _____

Refrigerator/Freezer: \$8.00 _____

*** To be charged for the months of May, June, July and August only.**

As these costs are increased or decreased by the utility companies, such increases or decreases shall be borne by Tenant as additional rent upon notice to the Tenant by Management.

(6) **SECURITY DEPOSIT** – Tenant agrees to pay \$ _____ (the lesser of one (1) month's rent or \$100.00) as a security deposit. See Part I Section V.A of this Lease for information on treatment of the Security Deposit.

(7) **ADDITIONAL LITERATURE** – If indicated by an (X) and initialed by Tenant below, the Authority has provided the Tenant with the following pamphlet or information:

Pet Policy

Standard Maintenance Charges

Grievance Procedure

Lease Addendum-Drug-Free Housing

504 Notice

Lease Rider-Handicapped Accessible Unit

Other: _____

**STATEMENT FOR RECEIPT OF INFORMATION
ACKNOWLEDGEMENT OF
LEASE EXPLANATION, FRAUD CERTIFICATION**

I/We have received a copy of the above information indicated with an (X). The above information has been thoroughly explained to me/us.

By the signature (s) below I/we also acknowledge that the Provisions of this Lease Agreement (both Parts I and II) have been reviewed and all questions raised have been answered and I/we further agree to be bound by its provisions and conditions as written.

I _____ (insert Tenant's name) hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Authority before execution of the Lease, or before the Authority approval for occupancy of the unit by the Household member. I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any federal housing assistance program (before and during the Lease term) are true and complete to the best of my knowledge and belief.

THIS LEASE is executed this _____ day of _____, 20 _____

FOR THE SCRANTON HOUSING AUTHORITY, by:

Signature

Title

FOR THE TENANT BY:

Head of Household

EMERGENCY TELEPHONE NUMBER 941-8263 (Answering Service)

Monday through Friday after 4:00 P.M., Weekends and Holidays

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**SCRANTON HOUSING AUTHORITY
LEASE ADDENDUM DRUG-FREE HOUSING**

In consideration of the execution or renewal of a Lease of the dwelling unit identified in the Lease, Owner and Tenant agree as follows:

1. Tenant, any members of the Tenant's household, or guest or other person under the Tenant's control shall not engage in:

- a. any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, or
- b. any drug-related criminal activity on or near such premises. "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 Substance Act (21 U.S.C.802)).

2. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, including drug-related criminal activity as defined above, on or near project premises.

3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises.

5. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence including, but not limited to, the unlawful discharge of firearms, on or near project premises.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.

A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the Lease, the provisions of the addendum shall govern.

8. This Lease Addendum is incorporated into the Lease executed or renewed this day between the Authority and Tenant.

Scranton Housing Authority

Tenant

Date

Date

SCRANTON HOUSING AUTHORITY

504 Equal Access Statement

All tenants receive a copy of the lease. If you are handicapped or disabled and do not have a copy of your lease or need help understanding the lease, the Authority will provide assistance. You must phone to arrange for assistance. Please call (570) 348-4400.

For the mobility-impaired persons – A copy of this lease is kept at our main office located at 400 Adams Avenue, Scranton, PA. 18510. The lease can be examined by individuals with mobility handicaps Monday through Friday between the hours of 10:00 A.M. and 3:00 P.M. You must phone to arrange to examine the lease. Please call 348-4400. The office is accessible but we ask that you first call so that a staff person is available to assist you.

You may also call the Manager and a copy of the Lease will be mailed to your unit.

For vision impaired persons – the Authority will provide a staff person to assist a vision impaired person in reviewing the Lease or sections of the Lease, providing a large type version of this Lease or providing other appropriate assistance. Please call 348-4400.

For the hearing impaired – If any individual with a hearing impairment is interested in examining this Lease or has questions concerning this Lease please call **TDD 348-4415** between the hours of 8:00 A.M. and 4:00 P.M. or come to our office located at 400 Adams Avenue, Scranton, PA. to make an appointment. The Authority will provide assistance to the hearing impaired that may include the provision of a sign language interpreter at a time convenient to both the Authority and the hearing impaired individual.

Assistance to insure equal access to this document will be provided in a confidential manner and setting. The handicapped individual is responsible for providing his/her own transportation to and from the location where this document is kept.

If a handicapped individual is involved, all hearings or meetings required by this Lease or the Grievance Procedure will be conducted in an accessible location with appropriate assistance provided. The handicapped individual is responsible for providing his/her own transportation to and from the hearing or meeting location.

Notice to all Tenants:
Reasonable Accommodations for Tenants with
Disabilities or Handicaps
(Large type version available)

The Scranton Housing Authority does not discriminate against applicants on the basis of their race, religion, sex, national origin, disability, handicap or familial status. In addition, the Authority has a legal obligation to provide “reasonable accommodations” to Tenants if they or any family members have a disability or handicap.

A reasonable accommodation is some modification or change the Authority can make to its apartments or procedures that will assist a Tenant with a disability to abide by the terms of the Lease, and take advantage of the Authority’s programs and services. Examples of reasonable accommodations would include:

- Making alterations to your unit so it could be used by a family member with a wheelchair; transferring you to a unit designed with special features for the handicapped;
- Installing strobe type flashing light smoke detectors in an apartment for a family with a hearing impaired member;
- Permitting a family to have a seeing eye dog to assist a vision-impaired applicant during the application process;
- Making large type documents or a reader available to a vision-impaired applicant during the application process;
- Making a sign language interpreter available to a hearing impaired applicant during the interview;
- Permitting an outside agency to assist an applicant with a disability to meet the Authority’s Lease criteria.

An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy – they must be able to pay rent, to care for their apartment, to report required information to the Housing Authority, to avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.

If you or a member of your family have a disability or handicap and think you might need or want a reasonable accommodation, you may request it at any time. This is up to you. If you would prefer not to discuss your situation with the Housing Authority, that is your right.

Scranton Housing Authority
LEASE RIDER
NON-HANDICAPPED RESIDENTS IN HANDICAPPED ACCESSIBLE UNIT

Because handicap accessible housing units represent a very scarce resource, it is the Authority's policy to make such units, to the maximum extent possible, available to residents or applicants with a demonstrated need for accessible features. Therefore, non-handicapped residents that are assigned to a handicap accessible unit may be required to transfer to a non-accessible unit when one becomes available in order to accommodate the needs of the handicapped.

I hereby certify that I have read this Lease rider and understand the Authority's policy concerning occupancy of handicapped accessible units.

Authority's Signature

Date

Tenant

Date

Tenant

Tenant

Tenant

Tenant