

CONGREGATE HOUSING DWELLING LEASE

This Dwelling Lease is entered into on April 1, 2021 (the "Execution Date") to be effective as of April 1, 2021 (the "Effective Date") by and between The Housing Authority of the Town of Enfield ("EHA"), and John Doe (the "Resident").

BACKGROUND

Based on the representations made to it by the Resident, including but not limited to representations regarding income, assets and family composition made in the Application for Admission and/or Application for Continued Occupancy which are incorporated by reference in this Lease, EHA leases to the Resident, and the Resident leases from EHA, the dwelling unit described below, under the terms and conditions outlined in this Lease, the rules and regulations of EHA and applicable laws and regulations. By signing this Lease, the Resident acknowledges that he or she understands and agrees to abide by all the terms and conditions of this Lease, the rules and regulations of EHA as they are amended from time to time.

TERMS

NOW THEREFORE, in consideration of the promises, the mutual terms, covenants and conditions contained herein, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1.0 DWELLING UNIT

EHA hereby leases to the Resident the dwelling unit located at 110 South Road Enfield, CT 06082 (the "Dwelling Unit"), and the Resident leases such dwelling unit from EHA under the terms and conditions outlined in this Lease, the rules and regulations of EHA and applicable laws and regulations. The unit is equipped with a working fire sprinkler system. The last date of inspection of the system was December 1, 2020.

2.0 PERSONS RESIDING IN THE DWELLING UNIT

The Resident agrees to continuously occupy the Dwelling Unit as a residence for himself or herself and the members of his or her household. The Resident agrees that the household members listed below are the *only* persons who are permitted to reside in the Dwelling Unit:

	HOUSEHOLD MEMBER	SEX	DATE OF BIRTH	SOCIAL SECURITY NUMBER	RELATIONSHIP TO HEAD
1					
2					

The Resident agrees that the only persons permitted to reside in the Dwelling Unit are those household members listed above. The Resident agrees that the persons listed above shall be considered members of the household and residents in the Dwelling Unit until such time as the Resident provides EHA with written notice that such persons are no longer members of the household and are therefore no longer residents in the Dwelling Unit. Head of household and/or co-head of household must request in writing to be removed from the lease. The Resident agrees to obtain the prior written consent of EHA before permitting any persons to reside in the Dwelling Unit. The resident agrees that he or she shall be responsible for the actions of all household members and all guests of household members, and that any violations of this lease by such persons shall be grounds for termination of the lease and eviction of all household members from the Dwelling Unit.

3.0 TERM OF THE LEASE

This Lease shall begin at 12:00 A.M. on the Effective Date and shall end at 11:59 P.M. on the last day of that month. This Lease shall be automatically renewed for additional consecutive terms of one (1) month each, without further action by the Resident or EHA, at such rent as may be established by EHA, unless earlier terminated by the Resident or EHA pursuant to the provisions of this Lease.

4.0 PAYMENTS AND CHARGES DUE UNDER THE LEASE

4.1 Rent. The initial rent due to EHA under this Lease is _____dollars (\$0.00). After that, the Tenant agrees to pay a rent of _____dollars (\$0.00) per month payable in advance of the first day of each month without demand. The amount of rent for the Dwelling Unit due to EHA under this Lease is subject to change during the term of this Lease as determined by EHA in accordance with applicable state laws and regulations.

4.2 Late Fee. Rent payments not received by EHA by the close of business on the tenth day of the month in which such

payments are due will incur a late processing fee of twenty-five dollars (\$25.00) and the Resident will be sent a Notice to Quit Possession. EHA will charge the Resident a twenty-five dollar (\$25.00) handling charge plus any bank charges for any unpaid checks returned to EHA because of a closed checking account, stop payment order, non-sufficient funds or other reason. If a check is not honored by the close of business on the tenth calendar day of the month, the rent will be considered unpaid and subject to the \$25.00 late processing charge and the Notice to Quit Possession will be served. EHA will provide written notice to the Resident of the amount of the late fee, processing and/or handling charge owed, and such charges shall be due and collectible immediately. If the Resident is delinquent three (3) times, in any twelve (12) month period, Resident shall be determined to be in repeated violation of the terms of this Lease. In such an event, EHA will consider the repeated violation to be a breach of a condition of this Lease and the Resident's lease may be terminated.

4.3 Court Costs and Attorney's Fees. EHA will charge the Resident a fee to cover court costs and/or reasonable attorney's fees whenever EHA incurs such costs and/or fees in a legal proceeding in which the Resident does not prevail. If the Resident is evicted, EHA will remove the Resident's personal property from the Dwelling Unit and dispose of such property in a manner prescribed by local law. The Resident shall be responsible for the actual costs of removing the personal property from the Dwelling Unit.

4.4 Security Deposit. The Resident agrees to pay a security deposit in the amount of _____dollars (\$0.00), the amount equal to his or her monthly rent, which EHA will use for payment of any rent or other charges that the Resident owes, or for repair of any damage to the Dwelling Unit upon termination of this Lease. The security deposit may not be used to pay rent or other charges while the Resident occupies the Dwelling Unit. No refund of the security deposit will be made until after the Resident has vacated the Dwelling Unit, the Dwelling Unit has been inspected by EHA and all remaining charges on the Resident's account have been deducted. In accordance with state law, upon receipt of written notification of a forwarding address, the security deposit and interest or any balance thereof, less any deductions for any amounts applied as set forth above, will be sent to the Resident at the last known address with an itemized statement of any amounts applied and deducted from the security deposit.

4.5 Pets. As detailed in the EHA Congregate Admission and Continued Occupancy Policy, no pets are allowed. Residents should not attempt to take care of strays; strays will not be allowed on EHA property and if seen will be reported to the appropriate authority for removal. Residents shall not "pet sit" or allow "visiting" animals. Residents who feed or take strays into their home, pet sit or allow visiting animals will be charged according to the lease.

4.6 Maintenance charges. The Resident shall notify EHA promptly of required repairs to the Dwelling Unit, and of unsafe conditions in the areas surrounding the Dwelling Unit. Except for normal wear and tear, the Resident agrees to pay reasonable charges for repair for intentional or negligent damage to the Dwelling Unit and the areas surrounding the Dwelling Unit, EHA equipment, or for extra maintenance expense caused by the Resident, the household members, guests and for damage caused by the failure of the Resident to report the need for repairs. In the absence of a satisfactory explanation, damage beyond normal wear and tear to the Dwelling Unit and the areas surrounding the dwelling unit shall be deemed to be caused by the Resident, the household members or guests intentionally or negligently. EHA will provide written notice to the Resident of the amount of the maintenance charges owed and such charges shall be due and collectible on the first day of the following month after the date of written notice if the charges are billed by the fifteenth of the month. If billed after the fifteenth of the month, the maintenance charges are due the second month. For example, if maintenance charges are billed on or before August 15, they are due by September 1. However, if the charges are billed after August 15, they are due October 1. EHA reserves the right to refuse a tender of rent if made without a payment of such charges after such charges are due. In no event shall a tender of rent without a payment of charges be accepted if the Resident has been served with a notice to vacate. The Resident shall be charged for the cost of maintenance services in accordance with the Schedule of Maintenance Charges located in the Congregate Office when EHA determines that needed maintenance is not caused by normal wear and tear. The Resident shall be charged the actual cost to EHA for materials and/or contractor cost, plus the standard EHA labor charges needed to complete the work for repairs not listed on the Schedule of Maintenance Charges.

4.7 Utilities. Heat, electricity, cold water, and hot water are included in the rent.

4.8 Place of Payment of Rent and Other Charges. Rent and all other charges due to the EHA shall be paid at the Congregate Office located at 110 South Road, Enfield, CT 06082.

5.0 REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY FOR CONTINUED OCCUPANCY

5.1 Re-determination of Rent. On an annual basis, EHA shall determine whether the Resident is eligible for EHA housing, whether the rental amount paid by the Resident under this Lease should be increased, decreased or remain the same, and whether the size of the Dwelling Unit occupied by the Resident is appropriate to the Resident's needs. These determinations will be made in accordance with the EHA's Congregate Housing Admission and Continued Occupancy Policies that are available in the EHA Congregate Office. The initial rental amount and subsequent

rental amount determinations shall remain in effect for the period between annual re-determinations of rent unless during such period there is:

- 1.) an interim change in adjusted gross income of at least 10%
- 2.) an interim change in household composition
- 3.) an increase in deductions
- 4.) a change in DOH and/or CHFA regulations requiring such a re-determination.

5.2 Recertification. Residents shall be recertified annually. The Resident agrees to attend the required recertification meeting and to furnish such information and certifications regarding income, assets and family composition as EHA may request to make determinations with respect to rent, eligibility, and the appropriateness of the size of the dwelling unit and to execute such further documentation as EHA may request to facilitate the verification of such information. The Resident's failure to attend the required recertification meeting or furnish the requested information and certifications within the requested timeframe is grounds for termination of this Lease by EHA. If, as a result of misrepresentation made by Resident at the time of admission, annual re-examination, or rent review, Resident pays rent in an amount lower than that set forth in the Schedule of Rents, Resident shall be liable for the difference between the actual rent paid and the rent which should have been paid as determined by proper application of the Schedule of Rents. Resident shall be liable for such difference from the date of the misrepresentation to the date on which the proper rent adjustment becomes effective. Restitution of the difference must be paid in full, or a repayment agreement must be entered into with the EHA, within thirty (30) days of such determination. Failure to pay the balance due constitutes late rent and is grounds for termination of the Lease and eviction from the Dwelling Unit. If EHA determines that Resident has gained admission or remained in occupancy in the EHA's unit through Resident's misrepresentation of his/her income, assets, child care, or family composition, the Resident will be evicted immediately at the time the misrepresentation is discovered, whether the Resident is or is not eligible at the time the misrepresentation is discovered.

5.3 Transfer to Appropriate Size Dwelling Unit. The Resident agrees to transfer to an appropriate size dwelling unit based on family composition upon notice from EHA that such a dwelling unit is available. Failure to transfer to such dwelling unit is grounds for termination of this Lease by EHA. A non-disabled resident who accepts an accessible unit must transfer to another unit of appropriate size if a disabled person/persons has need for the resident's unit.

5.4 Notification. When EHA re-determines the amount of rent payable by the Resident or determines that the Resident must transfer to another dwelling unit based on family composition, EHA shall notify the Resident that the Resident may request an explanation stating the specific grounds of the EHA determination, and that if the Resident does not agree with the determination, the Resident shall have the right to request a hearing under the EHA Grievance Procedure.

6.0 RESIDENT'S RIGHT TO USE AND OCCUPANCY

6.1 Occupancy. The Resident shall have the right to exclusive use and occupancy of the Dwelling Unit by the members of the household authorized to reside in the unit in accordance with the Lease, including reasonable accommodation of their guests. For purposes of this Lease, the term "guest" means a person in the Dwelling Unit with the consent of a member of the household.

6.2 Legal Profit-Making Activities. With the prior written consent of EHA, authorized members of the household may engage in legal profit-making activities in the Dwelling Unit where EHA determines in its sole and absolute discretion that such activities are incidental to primary use of the leased Dwelling Unit for residence by members of the household and in compliance with all law as and local ordinances.

6.3 Residence by Live-In Aides. With the prior written consent of EHA, a live-in aide may reside in the Dwelling Unit. EHA may adopt reasonable policies concerning residence by a live-in aide and defining the circumstances in which EHA consent will be granted or denied. Under such policies, the factors considered by EHA may include:

- 1.) whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available;
- 2.) EHA's obligation to make reasonable accommodation for disabled persons. However, under no circumstances may the relatives of a live-in aide reside in the Dwelling Unit.

For purposes of this Lease the term "live-in aide" means a person who resides with an elderly, disabled or handicapped person and who:

- 1.) is determined by EHA to be essential to the care and well-being of the person;
- 2.) is not obligated for the support of the person; and
- 3.) would not be living in the Dwelling Unit except to provide the necessary supporting services.

7.0 EHA OBLIGATIONS

Except in circumstances beyond its control, the EHA is obligated to:

- 1.) Maintain the Dwelling Unit and the development in decent, safe and sanitary condition;
- 2.) Comply with requirements of applicable building codes, housing codes and DOH and/or CHFA regulations materially affecting health and safety;
- 3.) Make necessary repairs to the Dwelling Unit;
- 4.) Keep development buildings, facilities and common areas not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- 5.) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances;
- 6.) Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish and other waste removed from the Dwelling Unit;
- 7.) Notify the Resident of the specific grounds for any proposed adverse action by EHA. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Resident to another unit, or imposition of charges for maintenance and repair. When EHA is required to afford the Resident the opportunity for a hearing under the EHA Grievance Procedure for a grievance concerning a proposed adverse action:
 - a.) The notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination, a notice of lease termination shall constitute adequate notice of proposed adverse action.
 - b.) In the case of a proposed adverse action other than a proposed lease termination, EHA shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.
- 8.) EHA is not responsible for any damages and/or losses to the Resident's personal property. The EHA's insurance will not cover the Resident's personal property. The Resident should secure personal household insurance.

8.0 RESIDENT OBLIGATIONS

The Resident shall be obligated as follows:

- 1.) Not to assign the Lease or sublease or transfer possession of the Dwelling Unit or any part thereof; or permit the use of the premises for any purposes other than as a private dwelling solely for the Resident and family members appearing on this Lease. This does not exclude visitors of the Resident from occupying premises for a reasonable length of time; however, residents must notify the Authority of all overnight visitors. Visitors may not occupy the premises for more than fourteen days within a twelve-month period. Visitor status shall be assumed if the person claiming such status maintains a separate domicile;
- 2.) Not to provide accommodations for boarders or lodgers;
- 3.) To use the Dwelling Unit solely as a private dwelling for the Resident and the Resident's household as identified in this Lease and not to use or permit its use for any other purpose;
- 4.) To abide by all rules and regulations promulgated by EHA as amended from time to time, which shall be located in the EHA central management office and incorporated by reference in this Lease;
- 5.) To comply and cause all members of the household and guests to comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety;
- 6.) To keep the Dwelling Unit and such other areas as may be assigned to the Resident for the Resident's exclusive use in a clean and safe condition;
- 7.) To dispose of all garbage, rubbish and other waste from the Dwelling Unit in a sanitary and safe manner;
- 8.) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appurtenances. Electric cords may not be run through windows or doors. Alternate heating sources, including but not limited to fireplaces, space heaters and stoves are prohibited;

- 9.) To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging or removing any part of the Dwelling Unit or development;
- 10.) To pay reasonable charges for the repair of damage to the Dwelling Unit (other than for ordinary wear and tear), or to the development (including damage to buildings, facilities or common areas) caused by the Resident, members of the household or guests; to pay reasonable charges for lease violations as listed in Schedule A of the EHA Congregate ACOP;
- 11.) To act, and cause household members and guests to act, in a manner which will not disturb other residents' and neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition;
- 12.) To assure that the Resident, any member of the household, a guest, or another person under their control shall not engage in:
 - a.) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of EHA's housing premises by other residents or employees of EHA; or
 - b.) Any drug-related criminal activity on such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of this Lease and eviction from the Dwelling Unit.

For 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 an illegal drug.

Shall not engage in criminal activity in the dwelling unit or premises and shall prevent criminal activity in the unit or premises by Household members and/or guests. Any of the following criminal activities by a Household member and/or guests, on the premises, shall be a violation of the lease and a cause for termination of tenancy and for eviction from the unit; (a) any crime or violence to persons or property that threatens the health, safety or right to peaceful enjoyment of our premises by other residents or employees; (b) illegal use, sale, manufacture or distribution of narcotics, or possession with intent to use, sell, manufacture or distribute controlled substances; (c) illegal use of, sale, manufacture or distribution of alcohol in a way that may interfere with the health, safety or rights to peaceful enjoyment of the premises by other residents;

- 13.) To report any pests which are observed in the dwelling unit. EHA reserves the right to provide routine pest control services at no cost to the Resident. However, should an extended or more concentrated service be required due to housekeeping or other conditions caused by the Resident, or refusal of routine service by the Resident, then the Resident will be charged the actual cost of this extended or concentrated service. To prepare for the pest control services, the Resident may be required at EHA's request to clean-up their units; remove all items from cabinets, shelves and drawers in kitchen and pantry areas, (place on kitchen table and cover); remove all items from closet shelves and floor; move all hanging clothes to the center of the rods; pull all furniture from the wall; and cover all unpacked food items including those in the refrigerator;
- 14.) The EHA will remove from any parking place within the development any unlicensed or inoperable vehicle or other vehicle under repair owned by the Resident or members of Resident's household or guests. Any vehicle remaining in a parking area forty-eight (48) hours after being discovered by EHA shall be considered abandoned and may be disposed of by EHA with the cost of removal and disposal assessed against Resident;
- 15.) Resident shall use reasonable care to keep his/her Dwelling Unit in such condition as to prevent health or sanitation problems from arising. Resident shall notify EHA promptly of known need for repairs to his/her Dwelling Unit, and of known unsafe conditions of the grounds of the unit which may lead to damage or injury. Except for normal wear and tear, Resident shall pay reasonable charges for repair of intentional or negligent damage to the Dwelling Unit or the development caused by Resident, his/her family dependents, or guests; or for services performed by EHA because of Resident's failure to adequately maintain the outside area which is in control of the Resident;
- 16.) Resident shall pay rent in advance on the first day of each month without demand;
- 17.) Resident shall keep all EHA appliances and equipment clean and use reasonable care in their use, operation, and maintenance at all times;
- 18.) Resident shall keep the outside area near the unit neat and free of junk storage. Trash, at no time, should be stored in the unit;
- 19.) Resident shall not permit any objectionable or disorderly conduct, offensive language, noise or create or permit the creation of a nuisance on the premises which will disturb or interfere with other residents'/neighbors' rights to peaceful enjoyment of the premises;
- 20.) Resident shall not install any antenna, radio equipment, satellite dishes, and/or other communication devices without

prior written approval from the EHA;

- 21.) No additional or new locks may be installed on any doors without prior written approval by EHA;
- 22.) Water must not be allowed to overflow by leaving faucets open. Toilets and other water apparatus shall not be used for any purposes other than those for which they were constructed;
- 23.) Windows and doors must not be left open nor thermostats set below 55 degrees in cold weather whereby water pipes will freeze;
- 24.) Resident agrees to promptly notify EHA of any conditions in the unit that are dangerous to health or safety of Resident or other residents, or which may do damage to the premises. Damages done by third parties must be reported to local police department as well as EHA. Resident may be held responsible for damages done by their guests;
- 25.) Residents are responsible for paying the rent and any other money due to EHA under this Lease or as a result of any breach of this Lease, and each and every Resident is individually responsible for paying the full amount of such debts, not just a proportionate share;
- 26.) Resident agrees to give EHA notice in writing when the premises are to be vacant for two weeks or more, but such notice shall not render EHA responsible for any personal property of any nature or description left in or on the Dwelling Unit during Resident's absence;
- 27.) To provide adequate supervision for resident's guests, to respect the rights and well-being of other residents, neighbors and EHA staff and property;
- 28.) Residents shall not install or place recreational equipment or decorative items, including but not limited to basketball hoops, trampolines, tables, and benches on the property without the prior written consent of the EHA. Residents shall not possess swimming pools of any type or size. Tree swings are prohibited;
- 29.) Residents shall not install outbuildings (e.g. sheds) without the prior written consent of the Enfield Housing Authority;
- 30.) Residents shall not remove, disable, and/or tamper with any smoke, heat, carbon monoxide detector or other related devices. Resident shall immediately report to the EHA any and all problems with any smoke, heat, carbon monoxide detector or other related devices; and
- 31.) Smoking, defined herein as including but not limited to, the burning of any tobacco or other combustible or smoke producing product, is not permitted anywhere inside the properties owned or managed by the Enfield Housing Authority (EHA) or any entity in which the Enfield Housing Authority has a partnership or ownership interest. This policy shall apply to all residents, visitors, contractors, vendors, volunteers, and employees of the EHA. Smoking outside of a building is permitted as long as it is done at least 25 feet away from any windows, exits or entrances.

9.0 DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

If the Dwelling Unit is damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants:

- 1.) The Resident shall immediately notify EHA of the damage;
- 2.) EHA shall be responsible for repair of the Dwelling Unit within a reasonable time, provided, that if the damage was caused by the Resident, the Resident's household or guests, the reasonable cost of the repairs (and alternative accommodations) shall be charged to the Resident;
- 3.) EHA shall offer standard alternative accommodations, if warranted, where necessary repairs cannot be made within a reasonable time; and
- 4.) Rental payments shall abate in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with subsection 2.) above, or alternative accommodations are not provided in accordance with subsection 3.) above, except that no abatement of rent shall occur if the Resident fails to cooperate with those persons attempting to make such repairs; or rejects the alternative accommodations; or if the damage was caused by the Resident, Resident's household, or guests.

10.0 INSPECTIONS

10.1 Pre-Occupancy Inspection. EHA and the Resident or the Resident's representative may inspect the Dwelling Unit prior to commencement of occupancy by the Resident. EHA shall furnish the Resident with a written statement of the condition of the Dwelling Unit and the equipment provided with the unit. The statement shall be signed by EHA and the Resident and a copy of the statement shall be retained by EHA in the Resident's file.

10.2 Post-Termination Inspection. EHA shall inspect the Dwelling Unit at the time the Resident vacates the unit and furnish the Resident with a statement of any charges to be made in accordance with this Lease. EHA shall notify the Resident of the inspection, and the Resident or the Resident's representative may join in the inspection, unless the Resident vacates the Dwelling Unit without having given prior written notice to EHA.

10.3 Interim Inspections. EHA may perform interim inspections of the Dwelling Unit to review maintenance and housekeeping. Failure of the Resident to maintain good housekeeping and properly report maintenance items is grounds for termination of the Lease and eviction from the Dwelling Unit.

10.4 Service/Companion Animals. Residents with service/companion animals must be present or have the animal restrained during inspections and maintenance work.

11.0 ENTRY OF THE DWELLING UNIT DURING THE TERM OF THIS LEASE

11.1 Routine Inspections. During the term of this Lease, EHA, its employees, agents and representatives, shall, upon reasonable advance notification to the Resident, be permitted to enter the Dwelling Unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or for other good cause.

11.2 Emergencies. EHA may enter the Dwelling Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

11.3 Maintenance work. When a resident requests maintenance or service work, EHA maintenance employees (or EHA service contractors) may enter the unit without prior notice, to perform the requested work if the residents are not at home.

11.4 Notice of Entry. If the Resident and all adult members of the household are absent from the Dwelling Unit at the time of entry, EHA shall leave in the Dwelling Unit a written statement specifying the date, time and purpose of entry prior to leaving the Dwelling Unit.

11.5 Service/Companion Animals. Residents with service/companion animals must be present or have the animal restrained during inspections and maintenance work.

12.0 NOTICES

12.1 Notice to the Resident. Except as provided in section 11, any notice required or permitted to be given to the Resident under this Lease shall be in writing and delivered to the Resident or to an adult member of the Resident's household residing in the Dwelling Unit, or sent by prepaid first class mail or certified mail and properly addressed to the Resident or posted on the premises. If EHA is notified by the Resident that he or she is visually impaired, then EHA shall provide notice in a format which is accessible to that person.

12.2 Notice to EHA. Any notice required or permitted to be given to EHA under this Lease shall be in writing and delivered to the EHA Congregate office or sent by prepaid first-class mail properly addressed to EHA.

13.0 TERMINATION OF LEASE

13.1 Termination by Resident. This Lease may be terminated by the Resident at any time by providing thirty (30) days' prior written notice to EHA in the manner specified in Section 12. Resident is still responsible for rent and all other terms and conditions of this lease during the notice period.

13.2 Termination by EHA. EHA may terminate the Lease for serious or repeated violations of the terms of the Lease, including but not limited to failure to pay rent and other charges when due, failure to abide by the Resident's obligations under this Lease, or other good cause.

13.3 Criminal Activity Grounds for Termination by EHA. EHA has a One Strike or "Zero Tolerance" policy with respect to violations of Lease terms regarding criminal activity. Either of the following types of criminal activity by the Resident, any member of the household, a guest, or another person under their control shall be cause for termination of this Lease and eviction from the Dwelling Unit, even in the absence of an arrest or conviction:

- 1.) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of EHA public housing premises by other residents or EHA employees; or

- 2.) Any drug-related criminal activity on such premises.

ANY CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY SPECIFIED ABOVE CONSTITUTES A SERIOUS VIOLATION OF MATERIAL TERMS OF THE LEASE AND WILL BE GROUNDS FOR TERMINATION OF THE LEASE AND EVICTION FROM THE DWELLING UNIT. SUCH ACTIVITY CONSTITUTES GROUNDS FOR TERMINATION AND EVICTION NOTWITHSTANDING THE ABSENCE OF AN ARREST OR CONVICTION.

13.4 Termination on Alcohol Abuse Grounds. Alcohol abuse by the Resident, any member of the household, a guest or another person under their control is grounds for termination of Lease if EHA determines such alcohol abuse interferes with the health, safety or right to peaceful enjoyment of the EHA public housing premises by other residents, or EHA employees.

13.5 Notice of Lease Termination.

- 1.) EHA shall give written notice of lease termination.
- 2.) The notice of lease termination to the Resident shall state the specific grounds for termination of the Lease and shall inform the Resident of the Resident's right to make such reply as the Resident may wish. The notice shall also inform the Resident of the right to examine EHA documents directly relevant to the termination or eviction. When EHA is required to afford the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the Resident's right to request a hearing in accordance with the EHA Grievance Procedure.
- 3.) Any notice to vacate which is required by State or local law will run concurrently with a notice of lease termination under this Lease.
- 4.) When EHA is required to afford the Resident the opportunity for a hearing under the EHA Grievance Procedure for a grievance concerning a lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.
- 5.) When EHA is not required to afford the Resident the opportunity for a hearing under the EHA Grievance Procedure for a grievance concerning a lease termination, and EHA has decided to exclude such grievance from the EHA Grievance Procedure, the notice of lease termination shall state that the Resident is not entitled to a grievance hearing on the termination.

13.6 Eviction Only by Court Action. EHA may evict the Resident from the Dwelling Unit only by bringing a court action.

13.7 Right to Examine EHA Documents before Hearing or Trial. EHA shall provide the Resident a reasonable opportunity to examine, at the Resident's request, before an EHA grievance hearing or court trial concerning the termination of a tenancy or eviction, any documents, including records and regulations, which are in the possession of EHA, and which are directly relevant to the termination of tenancy or eviction. The Resident shall be allowed to copy any such document, at the Resident's expense. A notice of lease termination shall inform the Resident of the Resident's right to examine EHA documents concerning the termination of tenancy or eviction. If EHA does not make documents available for examination upon request by the Resident, EHA may not rely on such documents at the grievance hearing.

14.0 GRIEVANCE PROCEDURE

All disputes concerning the obligations of the Resident or EHA under this Lease other than those involving drug-related criminal activity or the health, safety or right to peaceful enjoyment of the premises by other residents or EHA employees, disputes between tenants not involving the EHA, shall be resolved in accordance with the EHA Grievance Procedure which is in effect at the time such grievance or appeal arises, and a copy of which is available at the EHA Congregate office and is incorporated in this Lease by reference. In addition, the grievance procedure shall not be applicable to any grievance concerning a termination of tenancy or eviction.

Upon filing a written request and after compliance with all procedures provided within the Grievance Procedure, a Complainant shall be entitled to a hearing before a hearing officer. The hearing officer is not required to grant a hearing for any grievance concerning a termination of tenancy or eviction.

14.1 Non-Applicability of Grievance Procedure

- (a) The grievance procedure shall not be applicable to disputes between tenants not involving the EHA or to class grievances.
- (b) The grievance procedure shall not be applicable to any grievance concerning a termination of tenancy or eviction.
- (c) Tenants under Connecticut law are provided the opportunity for a pre-eviction hearing in court, which

provides the "elements of due process." A landlord operating department-assisted housing may exclude, from its grievance procedure, any grievance concerning an eviction pursuant to a Superior Court summary process action, as outlined in Connecticut General Statutes Title 47a, Chapter 832.

15.0 MODIFICATION

Modification of this Lease must be accomplished by a written rider to the Lease executed by both parties except for rent re-determinations, eligibility, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules and regulations which are incorporated in this Lease by reference.

16.0 AVAILABILITY OF POLICIES, RULES AND REGULATIONS

Schedules of special charges for services and repairs and rules and regulations which are required to be incorporated in the Lease by reference shall be available at the EHA Congregate office and shall be furnished to applicants and residents on request. Such schedules, rules and regulations may be modified from time to time by EHA provided that EHA shall give at least thirty (30) days written notice to each affected resident setting forth the proposed modification, the reasons therefore, and providing the resident an opportunity to present written comments which shall be taken into consideration by EHA prior to the proposed modifications becoming effective.

17.0 ACCOMMODATIONS OF PERSONS WITH DISABILITIES

For all aspects of the lease and grievance procedure, a disabled person shall be provided reasonable accommodations to the extent necessary to provide the disabled person with an opportunity to use and occupy the Dwelling Unit equal to a non-disabled person. EHA hereby provides notice to the Resident that the Resident may at any time during the term of this Lease, request reasonable accommodation for a disabled household member, including reasonable accommodation so that the Resident can meet lease requirements or other requirements of tenancy.

18.0 MISCELLANEOUS

Resident acknowledges that he or she has read and understands this Lease Agreement and the rules and regulations of the EHA as amended from time to time.

This lease, together with the incorporated Admission and Continued Occupancy Policy, Schedules A and B and any future adjustments of rent, evidence the entire agreement between the EHA and Resident.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the dates listed below.

HOUSING AUTHORITY

By: _____ DATE: _____

Title: Congregate Housing Coordinator

RESIDENT(S)

Head of household: _____ DATE: _____

Co-head of household: _____ DATE: _____