

**VILLAGE OF NYACK HOUSING AUTHORITY  
RESIDENTIAL LEASE AGREEMENT**

*The mission of The Village of Nyack Housing Authority (VNHA) is to continuously work to provide and increase opportunities for affordable, decent, and safe housing opportunities for the residents of the Village of Nyack and surrounding areas*

**PART I**

**THIS AGREEMENT** is executed between the Village of Nyack Housing Authority (herein called "VNHA" or "the Authority"), and

\_\_\_\_\_ (hereinafter called the "Tenant"), and becomes effective as of this date: \_\_\_\_\_.

**(1) Unit:** That the VNHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part II of this Lease Agreement) the dwelling unit located at \_\_\_\_\_

\_\_\_\_\_ (and hereinafter called the "premises"), which is a unit containing \_\_\_\_\_ bedrooms, to be occupied exclusively as a private residence by Tenant and household.

**(2) Household Composition:** The Tenant's household is composed of the individuals listed below. Each household member must be listed by age, oldest to youngest. All members of the household age 18 or over shall execute the lease.

Name	Relationship	Age & DOB	Social Security #

(3) **Term:** The term of this lease shall be one calendar month, commencing \_\_\_\_\_, and unless otherwise modified or terminated, this lease shall automatically be renewed for successive terms of one calendar month.

(4) **Rent:** Initial rent (pro-rated for partial month) shall be \$ \_\_\_\_\_. Thereafter, rent in the amount of \$ \_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the tenth (10th) day of said month.

(5) **Late Charges:** A late charge equal to five percent (5%) of the outstanding balance due will be added for rent paid after the tenth calendar day of the month.

(6) **Utilities and Appliances:** VNHA-Supplied Utilities. If indicated by an (X) below, VNHA provides the indicated utility as part of the rent for the premises:

(X) Electricity (X) Natural Gas (X) Water (X) Sewerage (X) Other: refuse removal

If indicated by an (X) below, VNHA shall provide the following appliances for the premises:

(X) Cooking Range (X) Refrigerator

(7) **Charges for Excess Appliances:** Charges for excess appliances are due per the following:

**Air Conditioners:** An additional charge of \$30.00 per month will be payable for each window unit or portable air conditioner installed in the premises, for each month while in use.

**Other Appliances:** If checked below, an additional charge as indicated will be payable for each month of occupancy for each excess appliance on the premises.

( ) Freezer	\$10.00	( ) Extra Refrigerator	\$10.00
( ) Automatic washer	\$20.00		

No dryers may be installed in any Tenant's unit. Any Tenant who installs a dryer in his/her unit must remove same immediately. Installation of a dryer, or failure to remove a dryer when requested by the Authority, is a material violation of the Lease.

All charges for excess appliances as set forth above shall be due and payable on the first day of the month after said expense is incurred, and shall be considered "additional rent." In addition, tenant acknowledges that the landlord may require tenants to remove such excess appliances in the event tenant fails to pay the excess charges due as set forth above. If tenant fails to pay the charges and will not remove such appliances from the premises when requested by the Authority, such refusal shall be considered a material and serious violation of the Lease.

(8) **Laundry Room Privileges:** Each Tenant shall be issued one (1) laundry card for use of the community laundry room at Waldron Terrace. Tenant's use of the laundry room facilities is at tenant's sole risk. The Authority is not responsible for any damage or loss to Tenant's property from use of the laundry room facilities. A fee of \$5.00 shall be charged for replacement laundry cards in the event they are lost or damaged.

(9) **Parking:** No Tenant may keep an automobile on the Authority's premises without first registering such vehicle with the Authority and obtaining a parking permit. The fee for each parking permit shall be \$10.00 per month, per vehicle. Such additional fee(s) shall be considered "additional rent" and shall be due and payable in advance on the first day of the month. Each tenant agrees:

- a) To comply with all parking and traffic regulations posted on the project streets, driveways, sidewalks, and parking areas.
- b) To register any such automobile(s) to be parked on the premises with the Landlord on the prescribed form, and display the parking permit sticker issued for said automobile on the vehicle and park in the reserved Parking Space designated for the tenant.
- c) To refrain from parking or storing any junked or abandoned vehicle on the Authority's property. Tenant acknowledges and agrees any such vehicle may be removed by the Landlord at the vehicle owner's expense.
- d) To refrain from parking any unlicensed, unregistered, unused, inoperative vehicle, commercial vehicle, trailer, boat, etc., of the Tenant, family, or guests in the tenant parking areas, or roadways, or driveways of the Authority's property at any time.
- e) To refrain from parking in any spaces designated for visitor parking, or in any other space not assigned to said tenant.
- f) Tenant acknowledges that any vehicle in violation of any of the above, or in violation of any other posted parking or traffic regulation of this project, may be towed away by the Landlord at the vehicle owner's expense and risk. Such charges will be billed as additional rent.

All parking by tenants, whether in an assigned space or elsewhere on the Authority's property, is at the tenant's risk, and the authority is not responsible for damage to any vehicle parked on the Authority's property.

Tenant's reserved Parking Space is: \_\_\_\_\_.

(10) **Form of Payment:** Payment of rent, additional rent and other charges may be made by money order or check. The Authority will not accept cash. A returned check will be considered non-payment of rent. If a check from a Tenant should be returned as "unpaid", an additional charge of \$39.00 will be assessed to the Tenant's account, which shall be considered "additional rent." Should this occurrence be repeated a second time, the Authority will again assess the Tenant's account \$39.00, and Tenant shall be required to make all future payments by bank check or money order.

(11) **Security Deposit:** Tenant agrees to pay the equivalent of two (2) months' basic rent as a security deposit. See Part II of this lease for information on treatment of the Security Deposit.

Tenant's security deposit is \$\_\_\_\_\_.

(12) Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Parts I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Parts I and II of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT \_\_\_\_\_ DATE \_\_\_\_\_

CO-TENANT \_\_\_\_\_ DATE \_\_\_\_\_

CO-TENANT \_\_\_\_\_ DATE \_\_\_\_\_

CO-TENANT \_\_\_\_\_ DATE \_\_\_\_\_

AUTHORITY REPRESENTATIVE:

\_\_\_\_\_ DATE \_\_\_\_\_

**VILLAGE OF NYACK HOUSING AUTHORITY  
RESIDENTIAL LEASE AGREEMENT**

**PART II**

THIS LEASE AGREEMENT (called the "Lease") is between the Village of Nyack Housing Authority, (called "VNHA" or "the Authority") and the Tenant named in Part I of this lease (called "Tenant").

**I. Description of the Parties and Premises:**

- (a) The Authority, using the information provided by Tenant about income, family composition, and needs, leases to the Tenant, the property (called "premises" or "dwelling unit") described in Part I of this Lease Agreement, subject to the terms and conditions contained in this lease.
- (b) Premises must be used as the only private residence of the Tenant and the household members named on Part I of this Lease.
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births and adoptions, require the advance written approval of the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

The Tenant shall not allow an additional person or persons to move into the Premise before the Authority grants approval to add such person or persons to the household. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XIII.

- (d) Tenant shall report deletions (for any reason) from the household members named on the lease to the VNHA in writing, within 10 days of the occurrence.

**II. Lease Term and Amount of Rent**

- (a) The rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VI herein.

The amount of the Tenant Rent shall be determined by the Authority in compliance with the regulations and requirements of the New York State Homes and Community Renewal, and in accordance with the Authority's Admissions and Occupancy Policy.

- (b) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the tenth (10<sup>th</sup>) calendar day of the month.

When the Authority makes any change in the amount of Tenant Rent, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent

redeterminations are subject to the Tenant Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time.

- (c) **Other Charges:** In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. All such other charges specified in this Lease Agreement shall be considered "additional rent." Other charges may include:

1. **Repair and Maintenance Costs Caused by Tenant --** The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority, or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work.
2. **Late Fees** as set forth in Part I, paragraph 5 of this Lease Agreement.
3. **Excess Utility Charges** as set forth in Part I, paragraph 7 of this Lease Agreement.
4. **Parking Fees** as set forth in Part I, paragraph 9 of this Lease Agreement.

All late fees, parking charges, excess utility charges, charges for repairs and replacements to the premises necessitated by Tenant's acts of neglect or vandalism, and any other expenses incurred due to the tenant's failure to comply with the conditions of the lease shall be due and payable on the first day of the month after said expense is incurred.

- (d) Landlord shall not be liable for failure to give possession of the premises upon commencement date of the Lease by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.
- (e) All payments received by or on behalf of the Tenant shall be applied first to any arrears that are then due to the Authority, and only after arrears have been paid will payments be applied to current rent.

### III. Payment Location

Rent and other charges can be paid at the Authority's administrative offices located at 15 Highview Court, Nyack, New York 10960, during regular business hours Monday through Friday, 9 a.m. to 4:30 p.m., excluding holidays.

### IV. Security Deposit

- (a) **Tenant Responsibilities:** Tenant agrees to pay an amount equal to two (2) month's basic tenant rent as a Security Deposit under this Lease. The dollar amount of the security deposit is noted on Part I of this Lease.

(b) VNHA's Responsibilities: Upon termination of the Lease, the Authority will use the Security Deposit:

1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the Authority has inspected the dwelling unit.

The Authority agrees to return the security deposit, plus accrued interest (subject to applicable laws), if any, to the Tenant when the Tenant vacates, less any deductions for any unpaid costs, fees or charges due from or owed by the Tenant. If any deductions are made, the Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit. Tenant shall provide the Authority with a forwarding address at the termination of the lease.

#### V. Utilities and Appliances

**VNHA Supplied Utilities:** If indicated by an (X) in Part I, paragraph 6 of this Lease, the Authority will supply the indicated utility. The Authority will utilize its best efforts to ensure that these utilities are supplied to the Tenant, but the Authority shall not be liable for the failure to supply utility service for any cause.

**Appliances:** If so indicated by an (X) in Part I, paragraph 6 of this Lease, the Authority will provide a cooking range and refrigerator for each apartment unit.

Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, etc., may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by Tenant for the electricity used in the operation of such additional appliances.

**Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

Tenant also agrees to abide by any local ordinance or Authority rules or regulations restricting or prohibiting the use of space heaters, ranges for heating purposes, and/or any other prohibited appliances.

**VI. Terms and Conditions:** The following terms and conditions of occupancy are made a part of the Lease.

- (a) **Use and Occupancy of Dwelling:** Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding a total of fourteen (14) nights during any 12-month period.

Permission may be granted, upon written request to the Executive Director, for an exception to this rule for valid reasons (e.g. care of a relative recovering from

a medical procedure). An extension will not be granted unless the Tenant can identify and provide documentation of the residence to which the guest or visitor will return.

Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes a material violation of the lease.

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and is thereby endangering the health and safety of other tenants, guests, and/or VNHA staff, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease THEN: the Authority will work with appropriate agencies to assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing, and will terminate the Lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms, or in case of emergency.

- (c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part I of the Lease Agreement is due each month until changed as described below.

**ANY CHANGE IN TENANT HOUSEHOLD INCOME MUST BE REPORTED TO THE AUTHORITY WITHIN FIFTEEN (15) DAYS OF THE NOTIFICATION TO THE TENANT OF THAT CHANGE.**

**FAILURE TO REPORT INCOME CHANGES IS A SERIOUS AND MATERIAL VIOLATION OF THE LEASE, AND SHALL SERVE AS GROUNDS FOR THE AUTHORITY TO TERMINATE THE LEASE.**

**THE AUTHORITY HAS A LEGAL OBLIGATION TO REPORT INSTANCES OF FRAUD TO THE ROCKLAND COUNTY DISTRICT ATTORNEY'S OFFICE. ANY TENANT WHO FAILS TO REPORT HOUSEHOLD INCOME TO THE AUTHORITY THAT RESULTS IN AN UNDERPAYMENT OF RENT WILL BE REPORTED TO THE ROCKLAND COUNTY DISTRICT ATTORNEY'S OFFICE AND MAY FACE POSSIBLE CRIMINAL CHARGES AND/OR EVICTION.**

1. The Authority shall re-examine the status of each family at least once a year.
2. Tenant promises to supply the Authority, when requested, with accurate information about family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjustment eligibility, and rent.
3. All information must be verified. Tenant agrees to promptly comply with the Authority requests for verification of any information submitted to the



Authority by Tenant by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification requested by the Authority.

The Authority shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the policies of the Authority.

The failure, neglect or refusal of a Tenant to furnish information concerning his/her income or that of any member of his/her household, or to cooperate in the verifying of such reported income, will be considered as non-cooperation and will be assumed to indicate excess income. If the Tenant fails or refuses to promptly furnish documentation of income, and/or fails or refuses to cooperate in verifying his/her income, the rent will be increased to the vacating rent until such time as tenant provides documentation or verification of income. No retroactive adjustment of rent shall be made as a result of failure, neglect or refusal of tenant to promptly cooperate in income determination.

4. Rent will not change during the period between regular re-examinations, UNLESS during such period:

- (a) A person with income joins or leaves the household;
- (b) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because tenant's public assistance grant, SSI and/or other governmental program benefit is reduced because Tenant committed fraud or failed to comply with a requirement of such governmental program.
- (c) Tenant's household income increases for any reason, including but not limited to:
  - any household member receives a permanent increase in salary or hours worked;
  - any household member changes employment or secures new employment;
  - any household member receives a raise;
  - any household member receives a bonus;
  - any household member receives additional income of any kind, including but not limited to, public assistance benefits, disability, Social Security, SSI, child support, or any other source of income.

Tenants must report increases in income within fifteen (15) calendar days of the occurrence. Failure to report any such increase within 15 days may result in a retroactive rent charge.

- (d) If it is found that Tenant has misrepresented the facts upon which the rent is based, or fails to report a change in income, so that the rent the Tenant is paying is less than the rent that he/she should have been charged, the Authority then shall apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation or omission occurred, or in which it is discovered, whichever day is earlier.
  - (e) Rent formulas or procedures are changed by New York State law or regulation, or the Authority's rules and policies.
  - 5. All changes in family composition must be reported in writing to the Authority within 10 days of the occurrence. Failure to report a change in family composition within 10 days may result in a retroactive rent charge, termination of the lease, or both.
  - 6. This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception may be made at the sole discretion of the Authority if it is determined that the move-in of a single adult child is essential for the mental or physical health of Tenant.
- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment. All notices will state the effective date of the rent adjustment.
- 1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change and provided documentation or verification of the change in a timely manner, as specified above.
  - 2. In the case of a rent increase, when an increase in income occurs and is reported within 15 calendar days of the occurrence, the increase will become effective the first day of the month following the month in which the change was reported, or in which any change in Federal or State law or regulation is effective, or after the Authority has given tenant ten (10) days' notice of such rent change.
  - 3. In the case of a rent increase due to misrepresentation, fraud, or submission of false, misleading or incorrect information, or the Tenant's failure to report a change in family composition, or failure to report an increase in income, the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation, omission, and/or increase in income occurred or was discovered, whichever day is earlier.
- (e) Transfers
- 1. Tenant agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
  - 2. The Authority may move a Tenant into another unit if it is determined

necessary to rehabilitate or demolish the Tenant's unit.

3. If a Tenant makes a written request for special unit features due to a disability of Tenant which is thoroughly documented and duly verified by the Authority, based on information submitted by Tenant, and as requested by the Authority, the Authority may modify Tenant's existing unit. If the cost and extent of the modifications needed are determined by the Authority to be excessive or if the Authority has no funds for such changes, then the Authority may transfer Tenant to another unit with the features requested, or which is appropriate to the Tenant's needs, at the Authority's expense.
4. If a tenant without disabilities is housed in an accessible or adaptable unit with special features for a tenant with a disability, then the Tenant at the request of the Authority shall transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given 15 days' time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.
6. Involuntary transfers are subject to the Grievance Procedure, upon the Tenant's submission of a written grievance within ten (10) days' of delivery or mailing of the transfer notice. No such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
7. The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the policies of the Authority.

**VII. VNHA Obligations: The Authority shall be obligated:**

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;
- (b) To comply with the requirements of applicable building codes, housing codes, and regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project buildings, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied by the Authority;
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage;

- (h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority's policies require the Authority to afford Tenant the opportunity for a review and/or for the filing of a formal grievance concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Tenant of the right to request such a review and/or the right to file a formal grievance.
2. In the case of a lease termination (other than for non-payment of rent, or when the termination is based on Tenant conduct that poses a threat to the health or safety of other tenants or Authority staff is threatened), a notice of lease termination that is provided to the tenant at least 15 days in advance shall constitute adequate notice of proposed adverse action.
3. In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a review or to file a formal grievance has expired, or (if the review or grievance was timely requested) the review and/or grievance process has been completed.

**VIII. Tenant's Obligations: Tenant shall be obligated:**

- (a) Not to assign the Lease, nor sublease the dwelling unit.
- (b) Not to give accommodation to boarders or lodgers;
- (c) Not to give accommodation to overnight guests or visitors for more than fourteen (14) days in a 12-month period without the advance written consent of the Authority.
- (d) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in Part I of the Lease, and not to use or permit its use for any other purpose.

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit.

- (e) To abide by necessary and reasonable regulations promulgated by the Authority, all of which regulations are incorporated by reference into this Lease. Violation of such regulations constitutes a violation of the Lease.
- (f) To comply with the requirements of applicable state and local building, health or housing codes.
- (g) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter.

- (h) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (i) To report the presence of any vermin or pests in or around the dwelling unit immediately.
- (j) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- (k) To refrain from, and to ensure that household members and guests refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.
- (l) 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 Tenant, household members or guests.
- (m) To act, and ensure that household members or guests to act in a manner that will:
  - 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
  - 2. Be conducive to maintaining all VNHA projects in a decent, safe, and sanitary condition.
- (n) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
  - 1. 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 or visitors of the Authority.
  - 2. Any conduct which violates the lease, or the applicable laws or statutes, orders or regulations, or the rules and regulations of the Authority, or which renders or tends to render the premises or the buildings unfit for human habitation, or which results in conditions which are dangerous, hazardous or detrimental to the proper enjoyment of their accommodations by other tenants, or constitutes abusive conduct toward the staff of the Authority, including verbal abuse. Such conduct by a Tenant shall give the Authority the right to terminate the Lease.
  - 3. Any drug-related criminal activity, including but not limited to the unlawful trade, manufacture, distribution, storage and/or sale of marijuana or of any controlled substance as more specifically defined and set forth in Section 3306 of the Public Health Law and Section 220 of the Penal Law of the State of New York, or possession of a controlled substance as would constitute a violation of Section 220.16, Section 220.18 or Section 220.21 of the Penal Law of the State of New York in the premises or in the common areas of the buildings or anywhere upon the grounds of the Authority, by Tenant or a member of Tenant's household, or by any guest or other person invited or permitted onto the premises, the common areas of the building, or the grounds of the Authority; provided that Tenant or such family members shall have actual knowledge of or shall have permitted such guest or other person to engage in such unlawful trade, manufacture, distribution, storage and/or sale;
  - 4. The unlawful possession, use or display of a "weapon" as defined in Section

265.00 of the Penal Law of the State of New York, in the premises or in the common areas of the buildings or anywhere upon the grounds of the Authority, by Tenant or a member of Tenant's household, or by any guest or other person invited or permitted onto the premises, the common areas of the building, or the grounds of the Authority; provided that Tenant or such family members shall have actual knowledge of or shall have permitted such guest or other person to engage in such unlawful possession, use or display;

5. Violent or abusive personal behavior resulting in conviction.

Any criminal activity or objectionable conduct in violation of the preceding provisions shall be cause for termination of tenancy, and for eviction from the unit.

- (o) To make no alterations or repairs or redecorations to the interior or exterior of the dwelling unit or to the equipment, nor to install additional equipment, fencing, major appliances or wall-to-wall carpeting, nor to paint interior walls, ceiling, trim or other surfaces, without the prior written consent of the Authority. To make no changes to locks or install new locks on interior or exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without prior written authorization of the Authority.
- (p) To give prompt, but at two (2) weeks' prior notice to the Authority of Tenant's intention to vacate Tenant's dwelling unit.
- (q) To act in a cooperative manner with neighbors and the Authority's Staff. To refrain from and cause members of Tenant's household and/or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors or toward the Authority staff or toward other residents of the Authority.
- (r) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other weapons as defined by the laws and courts of the State of New York in the Tenant's premises, or anywhere on the property of the Authority.
- (s) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon any premises or the property of the Authority.
- (t) Not to obstruct any sidewalks, areaways, galleries, passages, elevators, or stairs of the Authority, and not to use these facilities for purposes other than going in and out of the Tenant's dwelling unit.
- (u) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except with the prior written approval of the Authority.
- (v) To refrain from placing signs of any type in or about the Tenant's dwelling except those allowed by prior written permission of the Authority.
- (w) To ensure that no members of Tenant's household keeps, maintains, harbors or boards any dog, cat, livestock or pet of any kind in the dwelling unit or on the property of the Authority. A tenant with a disability that requires a service animal may request a Reasonable Accommodation in accordance with Article XIV herein.

- (x) To remove from the Authority's property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from VNHA property at Tenant's expense. Automobile repairs are not permitted on Authority property.
- (y) To remove any personal property from VNHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than ten (10) days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Tenant.
- (z) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of Authority property. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to, and make Tenant liable for, any such damage that occurs.
- (aa) Not to commit any fraud in connection with any New York State and/or Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any New York State and/or Federal housing assistance program during the term of the lease.
- (bb) Tenant agrees to pay on demand the Authority's expenses, including reasonable attorney fees, incurred in enforcing any obligation of Tenant under this Lease, or in curing any default by Tenant under this Lease. Such expenses and/or fees, including reasonable attorney fees, are hereby designated as "Additional Rent."

**IX. Defects Hazardous to Life, Health or Safety:** In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:

**VNHA Responsibilities:**

- (a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (b) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. Tenant shall accept any replacement unit offered by the Authority.
- (c) In the event the Authority, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.
- (d) If the Authority determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses

alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

#### Tenant Responsibilities:

- (a) Tenant shall immediately notify the Authority of the damage.
- (b) Tenant agrees to continue to pay full rent, less the abated portion (if any) agreed upon by the Authority, during the time in which the defect remains uncorrected.

#### X. Move-in and Move-out Inspections

- (a) Move-in Inspection: The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant 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 the Authority and Tenant and a copy of the statement retained in Tenant's folder. The Authority will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- (b) Other Inspections: The Authority will periodically inspect the Tenant's dwelling unit at least annually to determine needed maintenance, adequacy of Tenant's housekeeping and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.
- (c) Move-out Inspection: The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority.

#### XI. Entry of Premises During Tenancy

- (a) The Authority will provide at least five (5) business days written advance notice to the Tenant of its intent to enter the dwelling unit for the purpose of performing routine inspections, making improvements or repairs, preventive maintenance, extermination, or to show the unit for re-renting. The Tenant shall permit the Authority, or its agents, to enter the dwelling unit for these purposes. Any such entry shall be scheduled on weekdays between the hours of 8 am and 5 pm, unless an emergency situation or hardship exists.
- (b) The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (c) When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

#### XII. Notice Procedures

- (a) Tenant Responsibility-- Any notice to the Authority must be in writing, delivered to the Authority office or sent by prepaid first-class mail, properly addressed



to the Authority at 15 Highview Court, Nyack, New York 10960.

- (b) VNHA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant at such dwelling unit.
- (c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.

**XIII. Termination of the Lease:** In terminating the Lease, the following procedures shall be followed by the Authority and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in Section VIII above, or for other good cause.

Such serious or repeated violation of terms shall include but not be limited to:

1. The failure to pay rent or other payments when due;
2. Repeated late payment of rent or other charges. If a tenant is brought to court for rent arrears three (3) times within a thirty-six (36) month period, the third such court proceeding shall be a holdover eviction for chronic and repeated late payment of rent.
3. Failure to supply information, or fraud in supplying information, or misrepresentation of household income, assets, or composition;
4. Failure to supply, in a timely fashion, any certification, release, information, or documentation on household income or composition needed to process annual reexaminations or interim redeterminations;
5. Refusal to transfer to a suitable unit when required by occupancy standards and/or transfer policies of the Authority;
6. Serious or repeated breach of the Tenant rules and regulations of the Authority;
7. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of the Authority's property.
8. Criminal or improper conduct or activity by Tenant, or any of Tenant's household members, guests, or other persons under Tenant's control, including criminal conduct or activity that threatens or endangers the health, safety or right to peaceful enjoyment of the Authority's premises by other residents or employees, or any drug-related criminal activity on or off the Authority's premises;
9. Alcohol abuse that the Authority determines interferes with the other residents' health, safety or right to peaceful enjoyment of the Authority's premises.
10. Illegal weapons or illegal drugs in a VNHA unit or on the Authority's property.
11. Any fire on the Authority's premises caused by the actions or negligence of

any Tenant, or any of Tenant's household members or guests.

(b) VNHA shall give written notice of the proposed termination of the Lease of:

1. ~~Three (3) days in the case of failure to pay rent;~~
2. A reasonable time, considering the seriousness of the situation, when the health or safety of other tenants or VNHA staff is threatened, but not to exceed thirty (30) days;
3. 30 days in any other case.

(c) The notice of termination:

1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine VNHA documents directly relevant to the termination or eviction.
2. When the Authority is required to offer Tenant the opportunity for an administrative review concerning the lease termination, the notice shall also inform Tenant of the right to request such a review in accordance with the Authority's grievance procedures.
3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees incurred by the Authority.
4. When the Authority is required to offer Tenant the opportunity for an administrative review concerning the lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request an administrative review has expired, or (if a review is requested) the review process has been completed.
5. The Authority may evict Tenant from the unit only by bringing a court action.

(d) Tenant may terminate this Lease at any time by giving thirty days prior written notice as described in Section XII, above.

(e) In deciding to evict for criminal activity, the Authority shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. VNHA may require a family 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 the Authority evicts a Tenant from a dwelling unit for criminal activity the Authority shall notify the local post office serving that dwelling unit that such individual or family 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 the event the Authority must take legal action to enforce any provision of this Lease, including but not limited to commencement of legal proceedings to remove Tenant from the premises, the Authority shall be entitled to recover from the Tenant all attorney fees, costs and disbursements incurred by the Authority to enforce its rights under this Lease Agreement. Such fees, costs and disbursements shall be considered "additional rent."
- (h) If the Tenant vacates the leased premises leaving any furniture, furnishings or other personal property therein, same shall be deemed abandoned and, the Landlord shall have the right to enter the leased premises and remove such furniture, furnishings and personal property and dispose of the same as it may see fit, and that in such event the Tenant shall have no claim, remedy or recourse against the Landlord for such furniture, furnishings and personal property or any of the proceeds therefrom, and the Landlord is hereby released by the Tenant from any and all liability for such furniture, furnishings and personal property.

**XIV. Reasonable Accommodation:** If you have a disability and you require some sort of modification to fully access and utilize the housing programs or related services administered by VNHA, you may request a reasonable accommodation. Modification requests can include:

- An exception to a rule, policy, or procedure
- A change or repair in your unit or some other part of the housing site
- A special type of unit
- A change in the way we communicate with you or give you information

To qualify for a reasonable accommodation, you must: (1) be a person with a disability, as defined in the Americans with Disabilities Act; (2) submit a written request for a Reasonable Accommodation; and (3) have a qualified physician or other professional verify that you require the accommodation due to your disability and the change is required for you to have equal access to housing programs administered by VNHA.

If you qualify for the accommodation and it would not create an undue administrative or financial burden, VNHA will make every effort to grant the request or present an alternate accommodation that will still meet the needs of the request. VNHA will provide a written decision to you in a reasonable time frame.

**XV. Waiver:** No delay or failure by the Authority in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (past or prospective) of that or any other right, unless otherwise expressly provided herein. This Lease shall be governed by and construed in accordance with the Laws of the State of New York. If any term or condition of the Lease shall be declared to be invalid or unenforceable, the remainder of this Lease, or the application of such terms to persons or circumstances other than those as to which it is declared invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**XVI. 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) VNHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.
- (b) Tenant responsibility: Tenant 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.
- (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. The refrigerator should not be overloaded. Freezer door should close properly and freezer should 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. Heavy pots and pans should not be stored under the sink.
- (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) Floor should be clean and dry.

**Storage Areas--**

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean, with nothing obstructing door closing space. No highly volatile or flammable materials should be stored in the unit.
- (3) Other storage areas, exterior doorways, stoops, and patios: should be clean, neat and free of hazards.

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

The following standards apply:

- (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.

**TENANT AGREES THAT ALL PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.**

**TENANT'S CERTIFICATION**

Each of the undersigned, by signing below, hereby certify that the undersigned have not made or submitted any false or incorrect statement, or committed any fraud, in connection with any New York State and/or federal housing assistance program, unless such fraud was fully disclosed to the Authority before execution of the lease, or before the Authority's approval for occupancy of the unit by the Undersigned, or by the undersigned's household members.

Each of the undersigned further certify that all information or documentation submitted by the undersigned, or by the undersigned's household members, to the Authority in connection with any New York State and/or federal housing assistance program (before and during the lease term), or in connection with this Lease, or in the tenancy under this Lease, is true and complete to the best knowledge and belief of the undersigned.

If more than one person joins in the execution of this agreement as Tenant, the covenants and agreements hereof shall be their joint and several obligations as though the relevant words herein were written in the plural. The word "his" shall be read as "her" in a proper case.

Tenant's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

#### ATTACHMENTS:

If indicated by the Tenant's initials below, the Authority has provided the tenant with the following attachments and information:

- (✓) Parts I and II of this Lease
- (x) Resident's Manual of Rules and Regulations
- (x) Grievance Procedure
- (x) Occupancy and Transfer Guidelines
- (x) Other: Smoking Policy
- (x) Complaint Form
- (x) trespass agreement
- (x) Parking Rules

Residents' Manual

Of

Rules and Regulations

For

Waldron Terrace

Depew Manor

NYS-115-A

NYS-115-B

This Manual is Presented

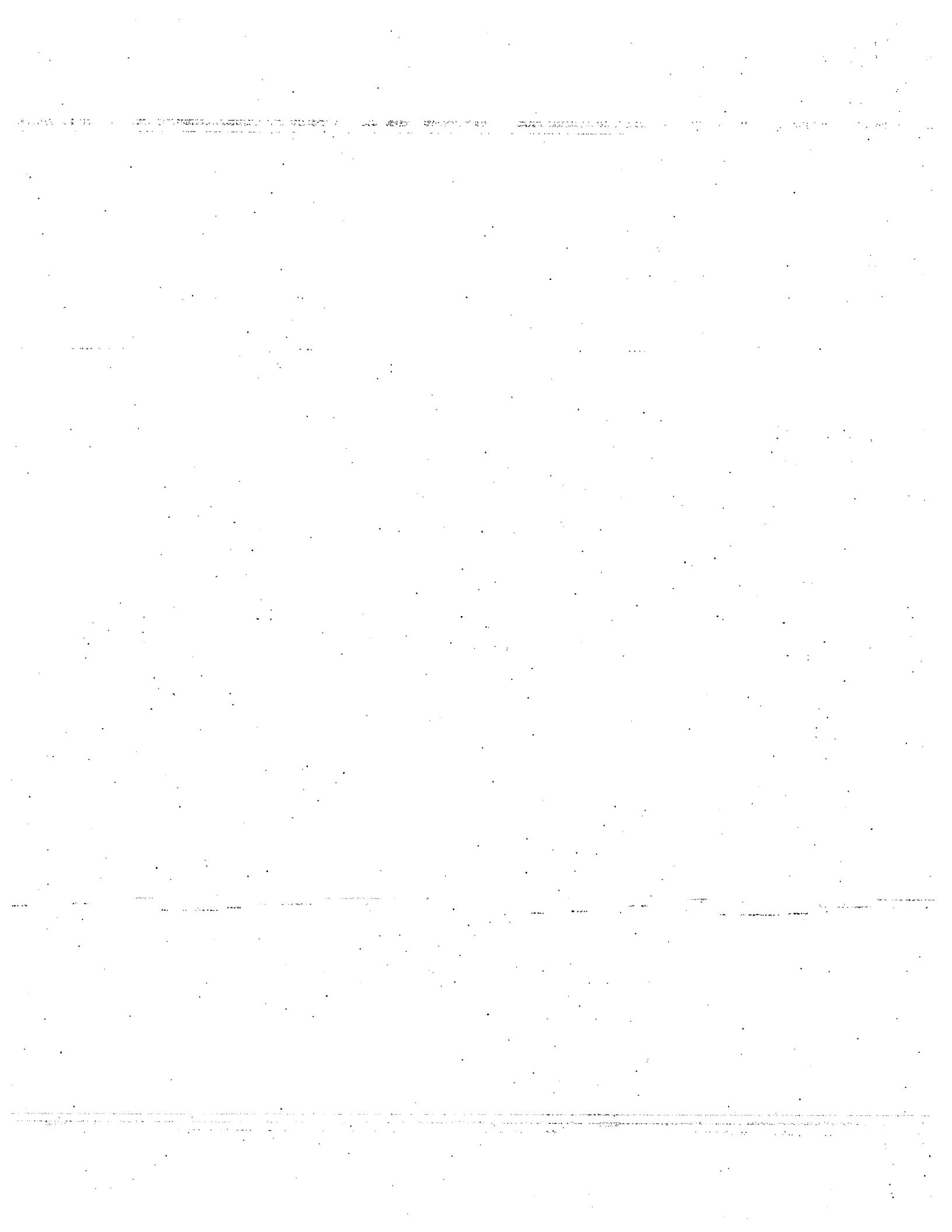
To the Family of

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By

NYack Housing Authority

NYack, N.Y.





# Maintenance

## MAINTENANCE OF APARTMENTS

Every tenant is expected to keep his apartment in the best possible condition. Good upkeep reflects pride in your home, and adds to the active appearance of the entire community.

Every tenant is required to maintain, care for, and at all times keep free from litter any space assigned to the tenant for his exclusive use including front and rear lawn and walks as assigned.

Tenants must share the responsibility of this upkeep with the management. Residents should not expect to receive here any services ordinary connected with renting an apartment; nor should a resident expect to have done for him those various jobs that he can do for himself. However, tenants should not attempt to make repairs, alterations or additions to the buildings or fixtures. A staff of trained men is employed to provide service of this sort as it is needed.

Tenants must report to the office at once any damage or need for repairs, stoppage or overflow from water closets, sinks, bathtubs, and leaks, leakage from water pipes, damage to electric wires and fixtures,

## HOW TO REQUEST SERVICE

All requests for service must be made to the Project Office, 353-0563. Individual employees have no authority to act for the Management in these matters until they have received a work order from the Office. Make requests directly to the office.

## EMERGENCY REPAIRS

You will be notified when you move in as to the person whom you should call when emergencies occur after office hours or during weekends.

# Of Apartments

## MAINTENANCE CHARGES

No charge will be made for repairs which are necessitated by ordinary wear and tear. You should therefore, report promptly any condition which requires attention. Charges are made, however, when residents cause breakage or damage through their action or neglect and when services are necessary where the apartment is not maintained in accordance with the standards established by the Authority.

A complete list of charges is posted in Management Office. Charges during the month will be billed to you at the end of the month and are due and payable with your rent on the first day of the following month.

All families are urged to care for their individual dwellings, the equipment and appliances, and for the recreation space and grounds. Low maintenance costs are a factor in the low rent which you pay.

## KEYS

Each family will receive two keys to the apartment when they move in. Keys which are damaged or lost must be replaced by the Housing Authority at tenant's expense.

If you find yourself locked out, you may call at the Management Office during office hours to obtain admittance, upon payment of thirty cents (30c). After office hours a charge at \$5.00 will be made for such service.

Additional keys may be purchased for two dollars each. No credit can be given for keys which do not have the serial number assigned to the apartment.

## DOORLOCKS

Additional locks or chains on doors or change of cylinder are prohibited

## EQUIPMENT

When you move into the complex you receive ice trays, a garbage station key, a lawnmower plate, and other items as assigned. Clothesline space will be assigned to you when you move into your apartment.

TELEPHONES

Telephones may be installed in any apartment at the location provided.

RADIO AND TELEVISION SETS

Radio and television set are permitted. Outside aerial and ground wires are prohibited. A cable TV system is available to tenants. The office will advise if a charge is applicable. No dishes allowed.

REFRIGERATORS — RANGES

Since ranges and refrigerators are furnished by the Authority in the apartments, tenants are not permitted to bring ranges into the apartments and must have approval to use their own refrigerator. Tenants are prohibited from bringing dishwashers, freezers without approval and clothes dryers in to the apartments. The Authority reserves the right to charge for excess consumption of utilities occasioned by the tenants and will charge for air conditioners and freezers.

ELECTRICITY, GAS AND HEAT

Electricity and gas for lighting, cooking and heat are included in your monthly rental payment. The amount of your rent is based upon a careful analysis of the needs of an average family for this service.

Chronic or indiscriminate opening of windows in the absence of the tenant, or unreasonable opening of windows at any time, during the winter heating season will be considered as an excessive consumption of heat. The use of the gas range in your kitchen for room heating is STRICTLY PROHIBITED. The use of the range for this purpose is a violation of your lease agreement.

The Authority may increase your rent in the event of any excessive consumption of heat, electricity or gas.

Lights bulbs are not supplied. Bulbs should be of such size as to permit comfortable reading. Consult the Office for the recommended size.

Fuses: Maintain a supply in the apartment; these may be purchased at the office during hours.

STORAGE

Families must arrange for storage of their excess furniture outside of the project. We regret we cannot undertake to store excess furniture for you. No inflammable material may be kept in the apartment or storage space.

FAMILY CONDUCT

The policy of the Authority is to create a healthful environment that promotes family stability, good citizenship and proper upbringing of children. Your conduct, while a tenant, affects your neighbors and the character and rentability of the neighborhood is, therefore, necessary that your tenancy be made subject to your own behavior. The Authority may evict any family which, in its conduct and behavior, constitutes a detriment to the health, morals of its neighbors or the community; an adverse influence upon sound family and community life; a source of danger or damage to property of the Authority; a source of danger to the peaceful occupancy of other tenants; or a nuisance.

# A Family Unit

# Of Apartments

## CONDUCT OF CHILDREN

Waldron Terrace and Depew Manor have been designed for pleasant family living. Adequate playground-space has been provided so that your children may play safely and happily. Encourage them to use the playgrounds. The parking areas are not safe places in which to play. All children should wear safety helmets when riding bikes, skateboard, or other similar. Children must not be permitted to cause annoyances or disturbances to other tenants. Boisterous play and yelling in the courtyard, especially during the long summer evenings is disturbing for families with young children, and to our older residents.

To preserve the attractive appearance of the project certain lawn areas have been fenced off.

No one shall cross, walk upon, trespass upon, or play on fenced-in lawn areas. Your lease does not include these areas which are the sole property of the landlord. Violators of this rule are trespassers and may be treated as such. Violation of this rule is also a violation of the terms of your lease.

Children are not permitted to deface or otherwise damage property. Tenants will be held responsible for the conduct of their children and all damage will be charged to parents.

## KEEPING PETS

In order to prevent injuries, disturbances, and annoyances and to keep lawns, shrubbery, and trees in good condition, dogs, cats or animals of any kind may not be harbored by the tenant.

## FIRE ARMS/AIR RIFLES

The possession or use of any fire arm in any building or any part of the building is prohibited and any violation will automatically terminate the lease. To include air rifles, bee-bee guns, or any type of fire arm.

## WASHING MACHINES

The use of washing machines is permitted with the prior approval of the Authority. The privilege may be withdrawn at the option of the landlord.

## PLUMBING

Lack of proper care of the plumbing equipment usually results in inconveniences and expenses both to the family and to the Management. All stoppages of toilets, tubs and sinks which are caused by carelessness or failure to exercise ordinary caution will be corrected at tenant's expense.

Toilets and sinks are not to be used as general waste baskets; coffee pots should not be drained down the sink. Matted hair will soon clog up the drain. No newspapers, rags, cloth (whether adsorbent or not), sanitary products of any descriptions, or any paper other than toilet tissue shall be placed in toilet bowls.

All parents should caution their children against dropping things into toilet bowls, especially rubber balls, pencils, small toys, etc. These articles cannot be flushed through and costly damage is often the result. A good way to avoid this is to keep the seat closed.

## EXTERMINATION

The Nyack Housing Authority contracts with a licensed and approved pest control company for monthly inspections and services as needed.

The evidence of the presence of any pets, such as cockroaches, bed bugs, etc. must be reported to the Management Office immediately. No housewife should hesitate to request assistance in riding her apartment of vermin. Such a request does not reflect on her ability as a housewife since "pets" can get into a house through no fault of her own.

If these pests are found after an inspection by the Management and the tenant has not reported their presence, the cost of extermination will be charged to the tenant. Failure to cooperate may result in eviction.

Asphalt tile

And linoleum

Doors

Cleaning

Asphalt tile  
And linoleum

Use a sponge-mop cloth dampened in a mild detergent solution. Too much water may loosen tile.

Waxing

Use liquid wax. Never use paste wax on asphalt tile.

Spills

A spill should be wiped up promptly, and when it runs under an appliance, arrangements should be made to move the appliance to clean thoroughly. If spills and foodstuffs are permitted to remain, they will damage the floor and attract vermin.

Walls

Appearance

No painting by tenants is permitted. Tenant will be responsible to repaint if violate this rule. Spots and soil may be removed by washing the wall with a sponge and mild detergent solution. Work from the baseboard up the wall to prevent streaks.

Hanging Pictures

is permitted, if the "Moore" picture hanger of a suitable size is used. These are available in the hardware department of our local stores. Prevent plaster cracks by placing a small piece of scotch or adhesive tape on the wall before driving the special nail. Screws, tacks or nails are not permitted.

Bathrooms

Fixtures

Clean bathtub, toilet and sink with a mild detergent solution. Never use an abrasive cleanser. Polish Chrome with a soft, dry cloth after washing. Never use metal polish.

Diapers

Care

Wet or soiled diapers will destroy the finish on any surface. Never leave them about. Rinse diapers immediately and soak in a solution in a covered container until laundered.

Storage Area

Do not store inflammable materials or articles that may attract vermin.

Any visitor remaining more than a week requires written a request from the TSC. Request forms are available in the office.

Tenant visitors are subject to project rules. Violations rules visitors are the responsibility of the tenant who must pay for any damage which result and may void all guest privileges.

Persons whose status is not that of a visitor, who are found on the project in a manner not in accord with Authority regulations may be dealt with as loiterers or trespassers.

#### USE OF APARTMENTS

The project was built to serve as your home. In order preserve the residential character of the project, the premises shall be used solely for private dwelling for the tenant and his/her family, and not to carry on any business, professional, or commercial enterprise of any sort of nature. Signs may not be displayed in windows or attached to the outside of the building.

#### CONDUCT

The tenant shall be responsible for his/her conduct and that of persons occupying the leased apartment with him/her or visiting the apartment and neither tenant, other occupants nor visitors shall engage in conduct which unreasonably disturbs, annoys, harasses or threatens or results in harm or injury to other tenants, guests or employees of the Landlord. The tenant shall not make or permit noise which interfere with the rights, comforts, or conveniences of other tenants. Swearing or use of profane or indecent language in a loud voice which could be heard in the next apartment or outside of the apartment may result in notice to vacate.

## WHO MAY LIVE IN YOUR APARTMENT

No Roomers, Boarders or Lodgers

Only families who have been certified as residents by the NYACK  
OUSING AUTHORITY may live in this project. No family may sell or assign  
s lease, sublet any room, or give accommodations to any boarders,  
dgers or roomers. No person is allowed to occupy any premises unless  
s or her name is on file in the Management Office as an approved  
sident.

## CHANGE IN FAMILY

You must report to the Management Office, at once, all births and  
aths, or the presence of contagious disease, as they occur in your  
ousehold. Any change in your family composition, such as a marriage,  
ansfer of residence or the induction into the armed forces of our country  
any member of your family, or the acceptance of any position where a  
ember of the family "lives-out" must also be reported at once.

Whenever a change occurs in the size or composition of the tenant's  
mily, he shall move, if required by the Landlord, to a dwelling unit of  
ropriate size as soon as one is available. If there exists a vacancy to  
hich such tenant may be transferred, and the Landlord offers such  
cancy to the tenant, the Landlord may terminate the tenant's lease if  
a tenant refuses the vacancy so offered.

The provision shall not prejudice any rights or remedies that the  
rdlord may have in such case.

## VISITORS

At times you may desire overnight or week-end visits of friends or  
atives. This matter should be discussed with the Manager. No  
isonable request will be refused. You must receive the written approval  
he Manager ahead of time for any visitor remaining for a period of  
re than one week or for any person who makes frequent overnight  
ts.

Refrigerator	Defrosting	Defrost once a week when Thick on the compartment.
	Cleaning (inside)	Clean the inside of the refrigerator with warm water and a baking soda solution (1 teaspoon of baking soda to 1 qt. of water). Follow directions in your refrigerator manual.
	(outside)	Clean with a soft cloth and mild soap water solution. Rinse and wipe dry.
Stove	Surface Units or Burners	See directions in range manual
	Surface porcelain	When stove is cool, wipe with a clean cloth. Rinse and wipe dry. (Do not use dish cloth which may be greasy). Daily cleaning is recommended with a soft cloth. Never use abrasive cleansers on porcelain.
	Oven	When cool, wipe oven with cloth wrung of a solution 1/2 cup ammonia to 1 cup warm water. Wash with warm soap soapy water, rinse dry.
	Broiler Pan	Clean after each use.
Counter tops	Formica	Always use a chopping block or breadboard for cutting. Never cut directly on counter.
Heating		During the heating season the windows should be opened only for a few minutes. When it is necessary to air the room or apartment. Opening of windows and doors during heating season for long periods of time is wasteful, costly practice. In the event cost for heating at the project runs in excess of the funds available, the Authority may apply an excess utility charge where the tenant open the windows for extended periods during heating season.

## PRIVATE FAMILY AREAS

Almost all apartments (except the 0 and 1 bedroom units) include private lawn areas; these are to be enjoyed and cared for by your family, to include keeping them clean and free of garbage. Residents who wish flower beds may request space through the Management Office.

## LAWN MOWING

Currently, lawn mowing is done for all the tenants of the Housing Authority by an outside contractor. The tenant is responsible for the removal of any furniture, posts or bric-a-brac prior to the weekly mowing, and the replacement of those items afterwards. Tenants are also responsible for the general appearance of the front area, including removal from of weeds in garden areas as well as snow removal from the apartment door to the shared walk parallel to the front of the building.

## SNOW REMOVAL

Each tenant is responsible for the removal of snow from the sidewalks which lead to the front and rear doors of his/her apartment. Where you share walks with another tenant, the walk for which you are responsible will be assigned with your apartment.

## SIDEWALKS

Sidewalks should not be cluttered up with bicycles, baby carriages or other possessions as they make walking inconvenient and hazardous. Bicycles are not allowed to be ridden on the sidewalks, project walks or grounds. The right of the pedestrian on project walks must be protected.

## SECURITY DEPOSIT

The Security Deposit shall be held as security for the faithful compliance with the terms of the lease and the rules and regulations.

The Security Deposit, required of all tenants, is primarily to assure payment of any money you owed the Housing authority upon termination of your lease, and to defray the cost of any damage caused by carelessness on the part of the tenant, his/her family and his/her friends. It will be returned to you when you move from the project, if you comply with terms and conditions of your lease.

## REPORT OF FAMILY INCOME

The rental of an apartment to you has been based upon family income. Each family must keep records and report income annually, under or when there is a change in the employment or other income of any member of the household this must be reported at once. The burden of proof correctness is on the tenant and any error of the report may result in repayment, court action for fraud, and or eviction from the project.

If the tenant's income is derived in whole or in part from self-employment the tenant is required to keep adequate and verifiable records of all cash transactions relating to investments, loans, drawings, income, and expenses. These records, and their supporting evidence, including bills, receipts, bank passbooks, statements, canceled checks, copies of returns submitted to government agencies, shall be available for examination by the Landlord.

## THE RENTAL PAYMENT

Your rent is due and payable on the first day of each month. The amount of your rent is determined by your income which you are required to report any changes as here-in-after set forth on page 7.

Checks other than those of the tenant's employer or governmental agencies will not be cashed or accepted as payment of rent without the prior approval of the Office. Partial payment of rent is not permitted.

Rents are to be paid at the Management Office located at.

Waldron Terrace

Monday- Friday except legal holidays  
9 A.M. - 4:30 P.M.

## LATE RENTAL PAYMENT

Delayed payments are unpleasant for both you and the Housing Authority.

Rents paid later than the 6<sup>th</sup> day of the month shall be subject to the additional payment of a late service charge of \$10.00 and where the authority deems the number of late payments is excessive, upon notice, a service charge of \$6.00 will be applied. Payment of the late charge is deemed part of the rent and may be required before the rent can be accepted.

Any tenant whose rent is still unpaid on the tenth (10) day of any month will be subject to eviction, legal fees and court costs are added to his or her rent obligation. Those who are chronically late with their rent payment will be subject to eviction.

## PARKING

Parking space is limited. It is, therefore, necessary that tenants who own and wish to park their private passenger automobiles within the boundaries of the project, park them in the areas reserved for them. *Repairs, greasing, washing or similar work on automobiles is prohibited on project property.*

## DEAD STORAGE

Unused, unlicensed, or wrecked motor vehicles, motor vehicle parts, or junk, shall not be parked, stored, or kept in any fashion upon the parking areas, streets, or sidewalks bounding the project, nor shall such unused, unlicensed, or wrecked motor vehicles, project, nor shall personal property of tenants be kept or stored on the grounds, walks, or parking areas of the project. They will be towed.

## GARBAGE

Tenants should use the station nearest their dwelling.

1. These stations must be kept neat and clean.
2. All garbage shall be securely wrapped in newspapers or bags before depositing garbage in the cans.
3. Cardboard boxes, if filled with rubbish should be tied and stacked on the floor and not be put in the cans.
4. If newspapers are in large bundles, they should be tied and stacked on the floor.
5. Children will not be allowed to play in or around these areas.
6. Broken and discarded toys should be placed in the garbage cans.
7. No garbage beyond one day's accumulation shall be kept within dwellings.

8. *Empty beverage bottles should be thoroughly washed and disposed of promptly.*

Failure of the tenant to comply with the above rules and regulations may be the basis for the termination of the lease.

## INSPECTIONS AND RIGHT OF ENTRY

The Housing Authority has the right to be sure that all apartments are well cared for. Periodically your apartment will be inspected by Housing Authority personnel. However, you will always be given at least 24 hours advance notice of inspection, except in cases of emergency or prior notification to you that housekeeping standards have not been met by you.

The Landlord expressly reserves the right to enter or to permit its representatives, agents, or employees to enter the premises at any reasonable hour, with or without the permission of the tenant, for the purposes of:

Making investigations to determine the nature and extent of any condition therein existing in violation of any governmental agency or public authority.

Examining the premises, exterminating insects or vermin, making decorations, and making such repairs, corrections, alterations, improvements, or additions as the Landlord may deem necessary or desirable. The Landlord may take into the premises all materials required for these purposes, and may perform all work necessary for these purposes; and these acts shall not constitute a complete or partial eviction, or abate the rent, wholly or in part.

## LEASE AND RULES

This book supplements your lease. The Rules and Regulation printed provisions of your lease, and such rules and regulations are established hereafter are terms and conditions of your occupancy. They are, therefore, obligations you agree to perform as a tenant of *Waldron Terrace and Depew Manor*.

## INFORMATION

Come to the Management Office for correct answers to questions you may have about your residence here. Rumors should not be depended upon to be accurate. If in doubt about any matter do not hesitate to call at the Management Office for verification.

## BULLETINS

Whenever it is necessary to inform tenants of changes in the rules or regulations or for the announcement of project program bulletins will be distributed by Management. Compliance with new rules and regulations is upon announcement required by Management. Personal items may not appear in these bulletins. Failure to read does not eliminate responsibilities.

## FURTHER RULES AND REGULATIONS

Every tenant is required to comply with such rules and regulations as may hereafter be established by the Landlord, whenever notice is delivered to the tenant or posted on the bulletin board in the Management Office.



## WELCOME

The Nyack Housing Authority welcomes you to your new home. We hope you will find health, comfort and friendliness in your new surroundings.

The Housing Authority has planned and worked to provide you with the adequate, safe and sanitary dwelling accommodations, which are now your home. The Housing Authority has tried to provide the elements for pleasant family living, together with facilities for rest and play.

Your new residence will become a home as you and the other members of your family help to make it a pleasant place in which to live.

The happiness that will prevail in this community depends largely upon you.

## FOREWORD

This book supplements your lease. It explains many of the rules and regulations which govern this Project. You have agreed to abide by those rules when you signed your lease.

The book was also written to answer your questions about your new home. It will tell you why this project was built, and how it is run. Your cooperation in the care of your new apartment is necessary to the upkeep of this project.

Please read the rules and regulations carefully. You will want to refer to this manual often so that you will be thoroughly familiar with your responsibilities as a resident.

You, as a resident of this project, have a share in its success. You are expected to help make this community pleasant and healthful for your family and for the others who live here. To do this you will need to read and understand this book.

# Facilities

## COMMUNITY FACILITIES

### WALDRON TERRACE

### COMMUNITY CENTER

The facilities of the Community Center Building, and the paved play areas throughout the project, are open to all residents of Waldron Terrace and to the citizens of Nyack.

Additionally, all tenants who are current on both their rent and their security deposits are welcome to schedule family gatherings in the Community Rooms of the two sites on a first-come-first served basis, and at the convenience of the tenant representative. However, there shall be no smoking or alcohol consumption in either building.

The laundry areas of the two sites are for the use of tenants only. All others are trespassers.

### BULLETIN BOARDS

A bulletin board is maintained in the Management Office for the convenience of tenants. This board may be used for the posting of such personal notices as "For Sale", "Lost", "Found", "Employment", "Exchange", "Wanted" or for the announcements that do not conflict with the general policy of the project.

Other announcements of interest to tenants will be kept posted. Make it a habit to look over the bulletin board on each visit to the Management Office.

# WALDRON TERRACE MOVING

## MOVING

30 days advance notice must be given in writing before you move. You must sign a "Move-out notice" at the project office on or before the last day of the month in order for you to move out during the following month. There will always be one month's rent to pay following the signing of your move-out notice. Leases can terminate only at the end of the month following the living of the move-out notice.

Any tenant transferring to a different unit must be current in the rent and have no damages in their apartment. They will be responsible for any repairs that need to be made prior to being approved for a transfer.

Every tenant is required to comply with the directions given by the Management concerning moving date and time and to abide by all instruction pertaining to the moving of furniture.

## CONDITIONS OF PREMISES UPON VACATING

Every tenant is required to quit and surrender the premises, when their lease terminates, in as good order, condition and repair as when first rented to them, reasonable wear and tear excepted.

## RETURN OF SECURITY DEPOSIT

(See Page 7)

Doorlocks -----13  
Equipment -----13

Telephones -----14

Radio and T.V. -----14

Refrigerators and Ranges -----14

Electricity, Gas and Heat -----14

Washing Machines -----15

Plumbing -----15

Extermination -----15

APARTMENT CARE BY TENANTS -----16

RESPONSIBILITIES OUTSIDE YOUR APARTMENT -----18

Private Family Areas -----18

Lawn Mowing -----18

Snow Removal -----18

Sidewalks -----18

Parking -----19

Dead Storage -----19

Garbage -----19

RIGHTS OF THE LANDLORD -----2

Inspections -----20

Right of Entry -----20

FACILITIES -----21

Waldron Terrace Community Center

Bulletin Boards

RESPONSIBILITIES WHEN YOU MOVE -----22

Moving

Conditions of Premises Upon Vacating

Return of Security Deposit

CONTENTS

WELCOME- FOREWARD ----- 4

OUR DUTIES AS A RESIDENT ----- 5-11

To Be Informed ----- 5

Lease and Rules ----- 5

Information ----- 5

Bulletins ----- 5

Further Rules ----- 5

To Be Financially Responsible ----- 6-7

The Rental Payment ----- 6

Late Rental Payment ----- 6

Security Deposit ----- 7

Report of Family Income ----- 7

AS A Family Unit ----- 8-11

Who may live in your apartment ----- 8

Change in Family ----- 8

Visitors ----- 8

Use of Apartment ----- 9

Conduct ----- 9

Conduct of Children ----- 10

Keeping Pets ----- 10

Air Rifles ----- 10

Storage ----- 11

Family Conduct ----- 11

MAINTENANCE OF APARTMENTS ----- 12-15

Maintenance ----- 12

How to request Service ----- 12

Emergency Repairs ----- 12

Maintenance charges ----- 13

Keys ----- 13

PARKING

Parking on the premises is by permit only. There is a \$ 10.00 fee per month per parking space. Parking will be assigned on first come first serve basis after each family has been issued parking..

REASON FOR TERMINATION OF LEASE

Please refer to section X of the lease for a list of family obligations.

Please refer to section XV of the lease for reason to terminate the lease.

Please understand that any violation of the lease or family obligation and rules and regulations may result in eviction.

Additional Rules (also reason for termination of the lease)

1. Loitering, standing, congregating or "hanging out" in the common areas is prohibited between the hours of 10PM-5:00AM.  
Any non-resident of Waldron Terrace/Depew Manor who is caught loitering, standing, congregating, or "hanging out" in the common areas between the hours of 10PM and 5AM shall be arrested for trespassing, whether or not they are accompanied by a resident of Waldron Terrace Apartments.  
Common areas include, but are not limited to, parking lots, streets, lawns, sidewalks, playgrounds, laundry room, offices, seating area, picnic tables, benches and any other common areas on the grounds of Waldron Terrace or Depew Manor Apartments.
2. All residents age 14 years or older shall be issued a Waldron Terrace photo ID documenting that they are legal residents of Waldron Terrace/Depew Manor apartments.  
Residents are required to carry their ID with them at all times while on the premises.  
Any resident of Waldron Terrace/Depew Manor apartments who fails to produce a valid and current Waldron Terrace photo ID when requested by a police or law enforcement officer, or a private security agent, will be removed from the premises as a trespasser.

THREE HOMES WERE BUILT BY THE  
**NYACK HOUSING AUTHORITY**

With money borrowed from  
The State of New York

Through the  
NEW YORK STATE DIVISION OF HOUSING  
AND COMMUNITY RENEWAL

Waldron Terrace  
NYS-115-A

Depew Manor  
NYS-115-B

Governor  
Commissioner of  
Housing &  
Community Renewal

These homes were built in order to provide decent, safe  
homes for eligible families.

The money for their construction has to be repaid as any  
order to do this the project must be operated in a business-like  
Your rent must be paid regularly and on time. Without strict  
this condition of your lease, this project cannot continue to exist.  
The rent you are charged does not cover the full cost of operating  
these complexes. The balance is paid by the taxpayers of the State of  
New York.

Waldron Terrace and Depew Manor are operated and maintained by  
professional management staff employed by the Nyack Housing  
Authority. The Housing Authority Board is made up of five Nyack citizens,  
elected by the Mayor for five years terms, and two tenant-elected representatives  
who serve for two years terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I acknowledge that I have read this booklet and had an opportunity to discuss any questions or concerns with a staff member. I agree to abide by the rules and regulations described within this booklet.



Village of Nyack Housing Authority  
Policy for Tenant Grievance Complaints

1. In cases of an administrative ruling to terminate a tenancy by a Holdover eviction, or an administrative denial of an application for admission to VNHA housing, the tenant or applicant may, within thirty (30) days of receipt of written notice of such administrative action, file an appeal directly to the VNHA Board of Commissioners. The entire Board of Commissioners shall act as the authority board of review pursuant to 9 NYCRR §1627.7.3. Any hearing held shall be governed by the regulations at 9 NYCRR §1627-7.3, and the provisions of paragraph 3 below.

2. In all other tenant grievances, the following provisions shall apply.

- A. Grievance shall mean any dispute which a tenant may have with respect to VNHA action or failure to act in accordance with the tenant's lease or regulations which adversely affects the individual tenant's rights. Disputes subject to the grievance process shall include, but not be limited to, unit transfers, calculation of tenant rent, and imposition of additional fees or charges, including maintenance charges.
- B. A tenant grievance must be filed within fourteen (14) calendar days from tenant's receipt of notice of an adverse action. The VNHA notice must state the action being taken, the reasons for the decision, the tenant's right to file a grievance, and the time frame to request such grievance.
- C. The grievance complaint must specifically identify the issues.

Where a tenant files a grievance, the tenant must specify what issues he/she is contesting, and why he/she believes the action was in error. The grievance must specify the following:

- 1) For claims that rent was calculated incorrectly, the grievance must identify each charge that the tenant claims is in error, must state the reason the tenant believes it is incorrect, and must provide supporting documentation (where applicable).
- 2) For claims that a charge or fee was incorrectly assessed, the tenant must identify the charge, must state the reason the tenant believes the charge was in error, and must provide supporting documentation (where applicable).
- 3) Where the tenant claims that regulations for calculation of rent were not followed, the grievance must specify why the rent was calculated incorrectly, and when possible state the rule or regulation that the tenant claims was not applied, or applied correctly. The tenant must also supply supporting documentation (where applicable).

D. Documentation:

Where the tenant claims that he/she provided proof of income, proof of loss of a job, or any other documentation that was not considered to calculate or change his/her rent, the tenant must:

- 1) Specify the date and time the documentation was provided to the office;
- 2) Provide a copy of the receipt given by the office staff for any documents delivered to the office. The documentation must be attached to the Complaint Form when it is filed;
- 3) If the tenant claims that he/she was not given a receipt, the tenant must specify which staff member accepted the documentation and did not provide a receipt, and the date and time such documentation was delivered to the office.
- 4) If VNHA management requests documentation from the tenant in order to address the tenant's grievance, the documents must be provided within fourteen (14) days of the request.

**Example:** The tenant believes rent for the month of June 2014 was incorrectly calculated because the tenant claims s/he provided documentation that a family member lost a job. The grievance should be presented as follows:

"June 2014 rent was incorrectly calculated. I provided documentation that my son lost his job to the office on May 14, 2014. I gave the documentation to \_\_\_\_\_ (name of staff member). Attached is a copy of the letter delivered to the office on May 14, 2014, at approximately 4 p.m. June 2014 rent was not adjusted to reflect the loss of income."

F. The VNHA management will copy up to twenty (20) pages from documents contained in a tenant's file free of charge. The tenant will be charged 25 cents per page for all copies greater than 20 pages.

G. Tenant grievances will first be reviewed and addressed by VNHA management, who will attempt to resolve the tenant's grievance.

H. If VNHA management has not been able to resolve the grievance, then the tenant may request a hearing before the VNHA Board of Commissioners. However, no grievance will be referred to the VNHA Board of Commissioners if the tenant has not complied with the grievance procedures outlined above, and/or provided VNHA management with the necessary documentation to support the tenant's complaint, where



applicable. Appeals to the VNHA Board of Commissioners shall be made, in writing, within fourteen (14) days of receipt of written notice of the VNHA management's decision on the tenant's grievance.

### **3. Procedure for Hearings Before the VNHA Board of Commissioners.**

In order to ensure that hearings before the VNHA Board of Commissioners are conducted efficiently, the following procedure will be followed.

1. Management and/or staff shall provide a procedural history of the grievance, and management's attempts to address the tenant's complaint.

2. Tenant and his/her representative shall present any testimony or documentation specific to the claims raised in the grievance. The Board and/or counsel will then have an opportunity to question the witness.

3. Management and/or staff shall have an opportunity to present any evidence or testimony to document why the action taken by management was correct.

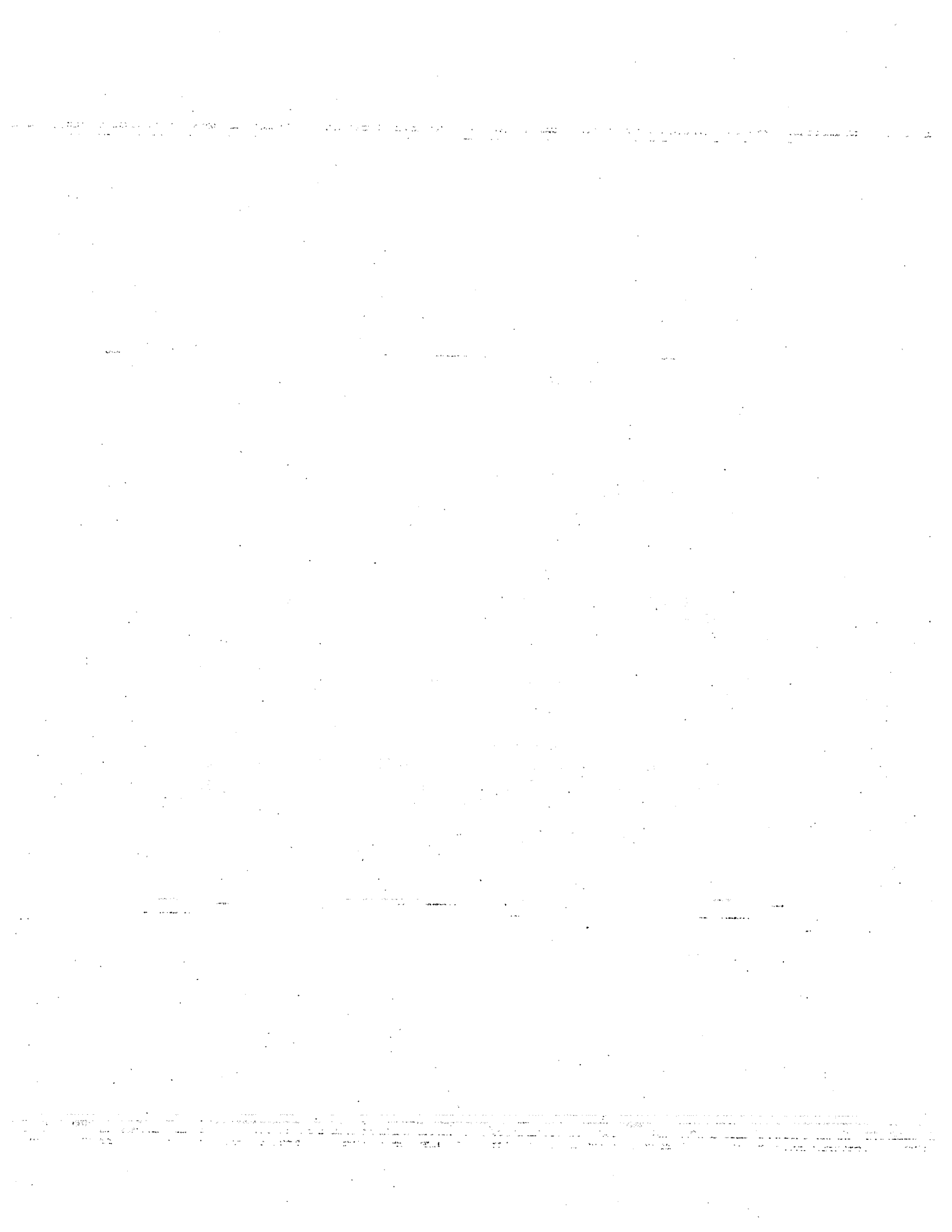
4. The tenant and his/her representative will have an opportunity to question any management or staff testifying, and/or to present rebuttal evidence.

5. The Board members will have an opportunity to present any questions or request information from any witness.

6. The Board will meet in Executive Session to decide the grievance. No VNHA management, staff or witnesses will be present when the grievance is deliberated and/or decided by the Board.

7. The Board will issue its decision in writing. The decision will be drafted by the Board Secretary, or by a board member designated by the Chair. The decision should not be written by management or staff. The decision should be based upon the facts presented at the hearing, and should specify the reasons for the decision and the evidence relied upon in reaching the decision.

**Adopted by the VNHA Board of Commissioners  
On November 25, 2014.**





# Village of Nyack Housing Authority

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## OCCUPANCY AND TRANSFER GUIDELINES

### Initial occupancy:

After the family is deemed to meet the income guidelines the Executive Director will consider "standards of desirability" (shall mean the absence of any conditions or characteristics which may imperil the health, safety or morals of the other tenants, or may present a source of danger to the property or to the peaceful occupation of the other tenants). The following should be considered for occupancy and transferring:

1. Family can not owe NHA any money.
2. If lived in Section 8 or Public housing previously and left in bad standing
  - a. Eviction
  - b. Damages
  - c. Etc.
3. Must live in Village of Nyack and be able to verify address with third party verification to include an affidavit signed and notarized by the landlord of the property – affidavit must meet NHA standards
4. If family has Section 8 Voucher effect of the move should be considered
5. If family's income is unable to cover the base rent for required apartment size
6. Cleanliness of current apartment
7. Completion of a successful home visit
8. Verbal or Physical abuse to personnel/staff of NHA
9. Criminal Background Check
10. Landlord search

### Transfers:

Every request must be in writing with reason family is requesting to be transferred. The request will be presented to the Executive Director for approval, once the Executive Director approves a transfer. The family will be put on the appropriate waiting list in the order of their initial lease date. The following should be considered when transferring:

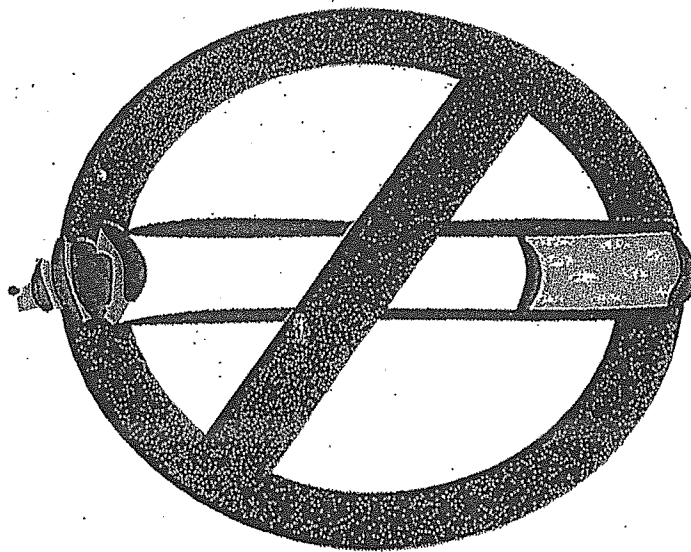
1. The family should be in good standing for at least 10 months
2. Cleanliness and condition of their current apartment should be considered
3. The family size, over or under housed
4. Tenants should not be able to transfer to the same size unit, unless there is a doctor request that states they need to be moved to ground level apartment
5. All families that are approved will have to increase their security to the appropriate amount and pay for any damages to their current unit before being able to move into another apartment
6. Income should be considered if they are unable to afford to pay the base rent of the larger apartment



# **NYACK HOUSING AUTHORITY**

## **SMOKING POLICY:**

All tenants should smoke at least 50 feet from the building in front of their units. Smoking is NOT permitted in any common areas in the complexes.



# **THANK YOU FOR NOT SMOKING**



# Housing Authority Complaint Form

## POLICY:

1. If you have a repair during business hours please contact the office at 845-358-2476 ext 302 to place a work order. If it is after hours please contact your Tenant Representative.
2. If you have any kind of complaint it must be given to the Executive Director Toni Keys in writing so that she may have an opportunity to resolve it within forty-five (45) days from the date of the notice.
3. If you feel your complaint has not been satisfied please put your complaint in writing to the board and provide it to the Executive Director so that it may be passed on to the board.

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TYPE OF COMPLAINT: ☐ MAINTENANCE ☐ ADMINISTRATIVE ☐ TENANT RELATED ☐ MISCELLANEOUS

LEGAL COUNSEL: ☐ I AM BEING REPRESENTED BY CONSEL AND GIVE CONSENT TO THE HOUSING AUTHORITY TO SPEAK WITH MY LEGAL CONSEL IN REGARDS TO THIS MATTER

ATTORNEY NAME: \_\_\_\_\_

ATTORNEY PHONE: \_\_\_\_\_

COMPLAINT (Please be specific and list what remedy and/or state what action you would like take n): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ (use a separate sheet of paper if necessary)

## FOR OFFICE USE ONLY

ACTION TAKEN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IF YOU FEEL THIS COMPLAINT HAS NOT BEEN RESOLVED YOU CAN REQUEST BOARD ACTION - PLEASE NOTE THAT PRIOR TO WRITING DIRECTLY TO THE BOARD YOU MUST HAVE BROUGHT YOUR COMPLAINT TO THE ATTENTION OF THE EXECUTIVE DIRECTOR.**

Date received:

Received &  
Reviewed by:

[illegible]



**Trespass and Ban Policy of  
The Village of Nyack Housing Authority**

**I. Purpose**

The Village of Nyack Housing Authority ("VNHA") has adopted this trespass policy (the "Policy") in an effort to enhance the safety and security of its properties within the Village of Nyack. The purpose of the Policy is to provide a written procedure for banning persons, who have engaged in activities that threaten the health, safety or right to peaceful enjoyment of VNHA's properties.

**II. Definitions**

- A. Police Department: The Clarkstown Police Department and/or the Orangetown Police Department ("Police Department").
- B. Policy: The VNHA Trespass Policy
- C. Trespass: For the purpose of this Policy, in accordance with the New York Penal Law Section 140 et seq., criminal trespass is defined as follows:

**§ 140.05 Trespass.** A person is guilty of trespass when he knowingly enters or remains unlawfully in or upon premises. Trespass is a violation.

**§ 140.10 Criminal trespass in the third degree.** A person is guilty of criminal trespass in the third degree when he knowingly enters or remains unlawfully in a building or upon real property .....

(e) where the building is used as a public housing project in violation of conspicuously posted rules or regulations governing entry and use thereof; or

(f) where a building is used as a public housing project in violation of a personally communicated request to leave the premises from a housing police officer or other person in charge thereof;

**§ 140.15 Criminal trespass in the second degree.** A person is guilty of criminal trespass in the second degree when:

- 1. he or she knowingly enters or remains unlawfully in a dwelling

**§ 140.17 Criminal trespass in the first degree.** A person is guilty of criminal trespass in the first degree when he knowingly enters or remains unlawfully in a building, and when, in the course of committing such crime, he:

- 1. Possesses, or knows that another participant in the crime possesses, an explosive or a deadly weapon; or

2. Possesses a firearm, rifle or shotgun, as those terms are defined in section 265.00, and also possesses or has readily accessible a quantity of ammunition which is capable of being discharged from such firearm, rifle or shotgun; or

3. Knows that another participant in the crime possesses a firearm, rifle or shotgun under circumstances described in subdivision two.

- D. Trespassed Person: A person who has been banned from entering VNHA Property in accordance with the Policy.
- E. VNHA: The Village of Nyack Housing Authority.
- F. VNHA Property: The properties owned and maintained by VNHA. VNHA Property is private property. VNHA Property includes, but is not limited to, the buildings, and parks within the Waldron Terrace, Pine Street Homes, and Depew Manor developments, including the common areas and parking lots within the properties owned by VNHA. Signs have been posted on VNHA Property that clearly identify the property as private property.

### III. Procedure

- A. Authorized Persons. Entrance to VNHA Property is restricted to VNHA residents, their household members, authorized visitors and guests, as well as VNHA staff, commissioners, representative agents, contractors, and law enforcement officials carrying out official VNHA or law enforcement business.
- B. Persons Subject to Trespass. Any person who has engaged in activities that threaten the health, safety and right to peaceful enjoyment of VNHA residents, household members, authorized visitors or guests, or VNHA staff or agents may be prohibited from entering all VNHA Property. Examples of persons who may be banned from VNHA Property include, but are not limited to, the following:
  - 1. A person who engages in a verbal or physical confrontation with any VNHA resident, household member or authorized guest or visitor, any VNHA staff or agent, or any law enforcement officer while on VNHA Property.
  - 2. A person who engages in any drug related criminal activity on or off the property.
  - 3. A person who engages in any criminal activity that threatens the health, safety and right to peaceful enjoyment.
  - 4. A person who engages in any violent or threatened violence against any VNHA resident, household member, authorized visitors or guest, or the staff or agents of VNHA.

5. A person who engages in criminal activity in which a deadly weapon or dangerous instrument was used, or threatened to be used, or any activity that resulted in physical injury to any person.
6. A person who damages, destroys, vandalizes, defaces, or otherwise reduces the value of the real and/or personal property of VNHA, its employees, commissioners, representatives, agents, residents, visitors and guests, contractors, any law enforcement official, or other member of the public.
7. A person who engages in any illegal behavior involving firearms or other deadly weapon, including, but not limited to unlawful possession, concealment or use of a said firearm or deadly weapon.
8. A person who commits a public nuisance, and other disorderly, lewd or lascivious conduct on VNHA property.
9. A person who loiters, or otherwise fails to have any legal business, on VNHA property.
10. A person who causes significant littering on VNHA property.
11. A person who engages in any illegal behavior involving automobiles or other vehicles, including, but not limited to, reckless driving, joy riding, destruction, and theft.
12. A person who engages in any gang-related activity, including, but not limited to, grouping, or using hand signals, gestures, and/or clothing to show gang affiliation for the purpose of threatening or intimidating rival gangs, VNHA residents, visitors and guests, VNHA employees, commissioners, representatives, agents, contractors, and law enforcement officials carrying out official VNHA or law enforcement business.

C. Trespass Determination. Where the Executive Director has information that a person has engaged in an activity that threatens the health, safety and right to peaceful enjoyment, as discussed in Section III above, the Executive Director shall present such information to the VNHA Board of Commissioners, which may, in its discretion, ban such person from entering VNHA Property.

1. Where possible, the Trespassed Person shall be notified immediately, either orally or in writing, by VNHA's Executive Director and/or the Police Department, that they are banned from all VNHA Property.

2. In addition, following VNHA's determination to ban a person from VNHA Property, a VNHA Trespass Letter ("the Trespass Letter") will be completed by VNHA's staff or agent. VNHA will make a reasonable effort, but is not required, to deliver the original Trespass Letter to the Trespassed Person, and where applicable, to any resident for whom the Trespassed Person was a guest or invitee. A photograph of the Trespassed Person (if available) may be maintained by VNHA. The Trespass Letter shall serve as notice that the Trespassed Person shall not enter any VNHA Property and that he/she may appeal VNHA's determination in accordance with Section IV below.

- a. In the event that the Trespassed Person is a juvenile, VNHA will make a reasonable effort, but is not required, to deliver the original Trespass Letter to the Trespassed Person's parent or legal guardian.
- b. VNHA staff or agent shall make a reasonable effort to include the following information in the Trespass Letter:
  - (1) the full name and address of the offender;
  - (2) the date the Trespass Letter is delivered to the banned individual;
  - (3) the resident/non-resident status of the individual;
  - (4) the development or location at which the incident occurred;
  - (5) the signature of the designated staff person banning the individual;
  - (6) the date, time and place the person was encountered for the offense;
  - (7) the reason(s) for banning; and
  - (8) a description of the individual, to include such information as birth date, social security number, and driver's license or other special identification, if available.

3. The names of all Trespassed Persons will be placed on VNHA's Trespass/Banned List which shall be updated quarterly or as often as determined by the Executive Director. The Trespass/Banned List shall be distributed to: 1) the Police Department, 2) all VNHA staff and commissioners; and 3) residents who continue to invite the trespassed person onto VNHA property, or have contact with the trespassed person on VNHA property.

The Trespass/Banned List shall be posted at each of the public housing developments and at VNHA's main office.

4. Residents and members of the household shall take all reasonable steps to exclude Trespassed Persons from VNHA Property. Such reasonable steps include, but are not limited to, the resident notifying the VNHA Executive Director or staff, and/or the Police Department, if a Trespassed Person is seen on or about VNHA Property or the resident's dwelling unit. If it is determined that a resident or member of the resident's household invites, facilitates or permits a Trespassed Person to enter or remain on VNHA Property, the resident will be in violation of the dwelling lease.
5. In the event a Trespassed Person is observed on any VNHA Property by a VNHA staff member or agent, he/she shall notify the Executive Director. The Executive Director may contact the Police Department to report the trespass and, where appropriate, request the assistance of the police to remove the person from VNHA Property. In addition, the Executive Director may file a complaint for criminal trespass with the Police Department. The VNHA staff member or agent will be required to attest to the time, date, and location the Trespassed Person was observed on VNHA Property.

#### IV. Appeal Process

Upon addition to the VNHA Trespass List, the Trespassed Person and/or an interested resident may request a hearing to remove the Trespassed Person from the VNHA Trespass List.

- A. A request for an appeal of VNHA's determination must be submitted to the Executive Director within five (5) days following issuance of the Trespass Letter. VNHA will provide the grieving party with the date, time and place of the hearing within a reasonable amount of time. Should the grieving party fail to appear at the hearing, the determination of VNHA shall be final.
- B. The Hearing shall be held before the VNHA Board of Commissioners, who will review each appeal and conduct a hearing. The grieving party may bring a representative and/or relevant witnesses to the hearing and provide the Board of Commissioners with any relevant documents.
- C. The VNHA Board of Commissioners will make a final determination that will be provided to the grieving party in writing. A copy of the final determination will also be delivered to the Executive Director.
- D. Following the expiration of the period in which a Trespassed Person may appeal VNHA's determination, the Trespassed Person shall be banned from VNHA Property for at least one (1) year. The following is a list of waiting periods for several offenses that Trespassed Persons shall wait prior to submitting a written request to the Executive Director for a re-determination hearing. Depending on the circumstances, and in the sole discretion of VNHA, VNHA may lengthen or shorten the following waiting periods:

OffenseWaiting Period

verbal or physical confrontation	1 year
damage to property in excess of \$500	1 year
violence or threat of violence	2 years
drug related criminal activity on or off the property	5 years
criminal activity that threatens the health, safety and right to peaceful enjoyment	5 years
criminal activity involving the use or threatened use of a weapon or instrument	5 years
sex offense subject to lifetime registration	lifetime
manufacture or production of methamphetamine on the premises of federal- or state-assisted housing	lifetime

- E. Restrictive Visitation. In extenuating circumstances and for good cause shown, the Executive Director may permit Trespassed Persons to enter certain VNHA Property under restrictive visitation conditions. Examples of extenuating circumstances include, but are not limited to, a Trespassed Person visiting his/her child or ailing family member who resides in VNHA Property, assisting a family member with a move from VNHA Property, etc. In the sole discretion of VNHA, the Trespassed Person may be permitted to enter certain VNHA Property during business hours, may be required to check in and out with the Executive Director or staff, or under other restrictive conditions as determined by VNHA.

**EXHIBIT A**  
**COMMON AREAS**

The following rules and regulations apply to all property owned, leased, or managed by The Village of Nyack Housing Authority ("VNHA").

**NO ONE MAY:**

1. Enter the property at any time unless he or she is:

A resident or household member whose name is on a dwelling unit for a unit in the property,

An employee or agent of VNHA; or

A guest or visitor of a resident, household member or VNHA.

2. Consume any alcoholic beverage in any common area:

3. Between 10:00 p.m. and 8:00 a.m.

(a) Enter or use any playground, recreational area or park; or

(b) Congregate outdoors with others in any common area, except in:

(i) the resident's own yard or

(ii) the yard of a resident who is present with the visiting person(s).

4. Stand, sit or walk on or across any electrical transformer, wall or fence.

5. Create a nuisance or otherwise unreasonably disturb the right to quiet enjoyment of the property, such as conduct that:

Is loud or disorderly;

Impedes vehicular or pedestrian traffic, or

Threatens or intimidates others.

6. Engage in any illegal activity.

**As used in these rules:**

- (a) Common Area means any part of a housing development that is not leased for the exclusive use and occupancy of a resident, his/her household members, and his/her guests and visitor, including any parking lot, park, playground, recreational area, sidewalk, or yard (as defined below); and

(b) Yard means the outside area adjacent to an apartment unit, including any patio or porch, which area:

- (1) Is intended to serve as personal space for a resident of an apartment, his/her household members, and his/her guests and visitor and their guest, and
- (2) Is generally bounded by other yard and sidewalks providing access to more than one apartment.

If any question arises concerning the boundaries of a resident's "yard" the VNHA management will, upon request, identify the boundaries.

A violation of any of these rules will be considered a serious violation of the resident's lease, and may also be grounds for criminal charges against a resident or nonresident under applicable law, including trespass and disorderly conduct statutes.



## NOTICE TO NON-RESIDENTS AND VISITORS TO THESE PREMISES

YOU WILL BE CONSIDERED A TRESPASSER AND SUBJECT TO ARREST AND PROSECUTION WITHOUT FURTHER NOTICE IF ANY OF THE FOLLOWING APPLIES TO YOU:

1. YOU ARE NOT AN AUTHORIZED GUEST OR VISITOR OF A RESIDENT OR EMPLOYEE OF THE GREENVILLE HOUSING AUTHORITY ("HOUSING AUTHORITY").
2. YOU ENGAGE IN ANY ILLEGAL ACTIVITY.
3. YOU CONSUME ANY ALCOHOLIC BEVERAGE EXCEPT WITHIN THE PREMISES OF A RESIDENT.
4. YOU WALK OR STAND ON THE YARD OF ANY RESIDENT WITHOUT THE RESIDENT'S PERMISSION AND PRESENCE.
5. YOU SIT ON OR DISTURB ANY POWER TRANSFORMER.
6. YOU DRIVE A VEHICLE ON ANY YARD OR COMMON AREA, OR PARK IN ANY AREA NOT DESIGNATED FOR PARKING.
7. YOU MAKE MAJOR REPAIRS OR WASH A VEHICLE ON HOUSING AUTHORITY PROPERTY.
8. YOU USE THE PLAYGROUNDS OR COMMON AREAS BEFORE 8:00 AM OR AFTER 10:00 PM.
10. YOU ENGAGE IN ACTIVITIES THAT THREATEN THE HEALTH, SAFETY AND RIGHT TO PEACEFUL ENJOYMENT OF HOUSING AUTHORITY RESIDENTS, HOUSEHOLD MEMBERS, AUTHORIZED VISITORS OR GUESTS, OR VNHA STAFF OR AGENTS AS DETERMINED BY THE HOUSING AUTHORITY.



Waldron Terrace – NYS 115-A  
Depew Manor – NYS 115-B  
2591 Section 8 Housing

NYS – Telephone 845-358-2476  
Section 8 –Telephone 845-358-  
Fax – 845-353-0154

**VILLAGE OF NYACK HOUSING AUTHORITY**

P.O. Box 740

15 Highview Court • Nyack • New York • 10960

04/02/2015

**Please be sure to follow the parking rules as follows:**

1. A valid parking permit is required for all reserved parking spots. You must have a parking sticker on the rear window of the vehicle, or a parking permit display on the rearview mirror of the vehicle. This will validate that you are authorized to park in the reserved parking spot.
2. Vehicles are not authorized to park in Fire Lanes/Emergency Lane. This includes parking next to the curbs in front of the apartments and/or the office. NO PARKING NO STANDING signs are posted throughout the Highview Court.
3. No abandoned vehicles (flat tires, broken windows, vehicle jacks, blocks missing wheels major part, etc.) that remained parked for longer than 48 hours.
4. No boats, trailers, campers, motor homes, or storage pods allowed.
5. No commercial vehicles above two (2) tons parking on or overnight on property (Large vans, Buses, Trucks, etc.)
6. No parking on grass.
7. No parking in reserved parking spots or in employee parking.
8. No parking in handicapped spaces without the proper permit. The handicapped parking permit must be visibly displayed (not laying on the seat), it must be hanging from the mirror or displayed on the dashboard.
9. No blocking entrance or exit.
10. Blocking dumpsters.
11. No taking up multiple parking spot with one vehicle.
12. Tenants cannot park in visitor parking. Visitor parking is for visitors only.
13. You must keep your vehicle updated in the office.
14. Registration and insurance must be current.
15. If you are parked in someone else's reserved parking spot, the tenant will be able to call and report you directly to the towing company and your car will be towed from their parking spot.

**If your vehicle is towed you will have to contact the tow company directly; Buckwild Towing, 845-368-0457. The name and phone number will also be posted on signs at the site entrances.**

