

131 SAINT NICHOLAS

TAFT REHABS

Resident Meeting #4: Lease Signing

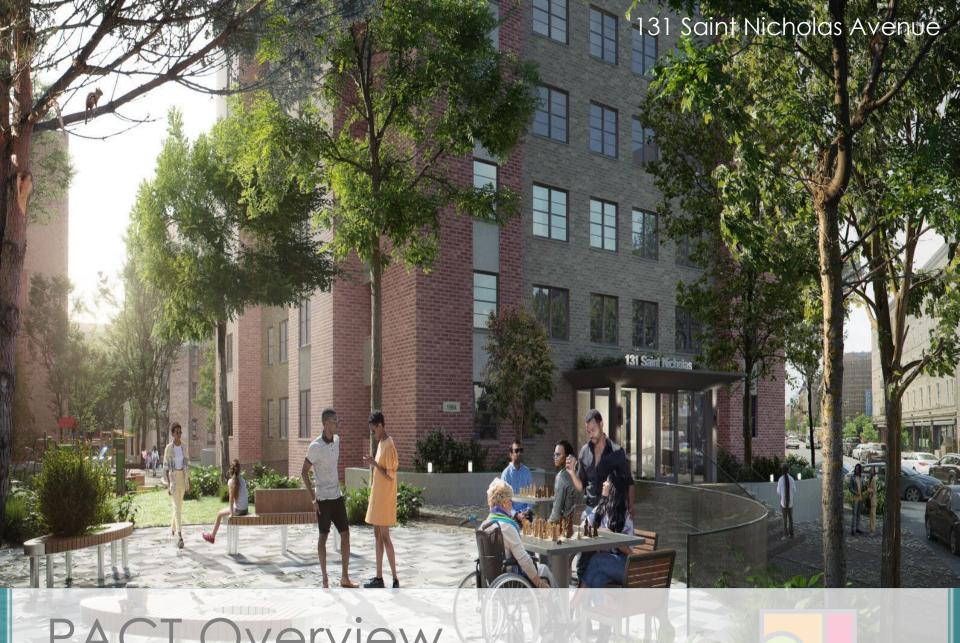
9/26/2023



131 Saint Nicholas Ave • Corsi Houses • Morris Park Senior Citizens Home Taft Rehabs • UPACA 5 • UPACA 6 • Corsi Houses • Jackie Robinson Houses

### AGENDA

- ❖ PACT Overview NYCHA
- Spring/Summer Meeting Recap
- Lease Signings
- Next Steps



PACT Overview

### What Is PACT?

- NYCHA needs \$78 billion to fully renovate and modernize its housing, but the federal government has provided only a fraction of the funding needed.
- Through PACT, developments are included in the Rental Assistance Demonstration (RAD) and convert to a more stable, federally funded program called Project-Based Section 8.
- PACT unlocks funding to complete comprehensive repairs, while keeping homes permanently affordable and ensuring residents have the same basic rights as they possess in the public housing program.

#### **PACT Investments & Improvements**



Renovated apartment at Twin Parks West



Site improvements at Baychester



Repaired roof and solar panel system at Ocean Bay (Bayside)



Renovated building entrance at Ocean Bay (Bayside)

### **How PACT Works**

PACT depends on partnerships with private and non-profit development partners, who are selected based on resident input.

#### COMPREHENSIVE REPAIRS

Development partners bring design and construction expertise. They address all the physical needs at the development.

### PROFESSIONAL MANAGEMENT

Property management partners are responsible for the day-to-day operation and upkeep of the buildings and grounds.

### ENHANCED SERVICES

Partnerships with social service providers help improve on-site services and programming through input from residents.



**Betances** 



Ocean Bay (Bayside)

#### PUBLIC CONTROL: NYCHA & RESIDENTS

Your development will remain under public control. After conversion, NYCHA will continue to own the land and buildings, administer the Section 8 subsidy and waitlist, and monitor conditions at the development. Where needed, NYCHA can step in to resolve any issues that may arise between residents and the new property management team.

<sup>\*</sup> PACT uses the Rental Assistance Demonstration (RAD), which was designed to ensure that as developments transition to the Section 8 program, homes remain permanently affordable and residents have the same basic rights as they possess in the public housing program.

### **PACT Resident Protections**

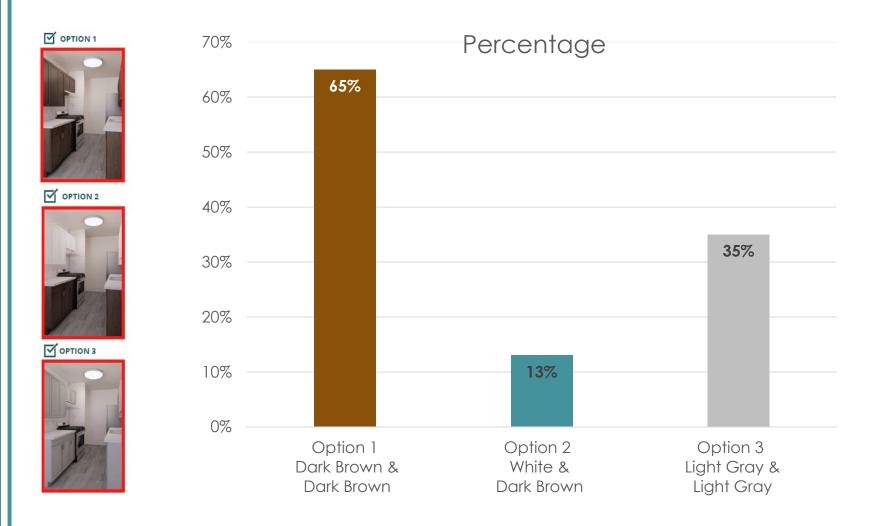
- Rent will be 30% of your total adjusted gross household income.\*
- You will have the right to organize.
- Resident associations will continue to receive funding.
- You will have the right to renew your leases.
- Your application will not be re-screened upon conversion.

- You will be able to request to add relatives onto your leases.
- You will continue to have succession rights.
- You will be able to have grievance hearings.
- You will have the opportunity to apply for jobs created by PACT.

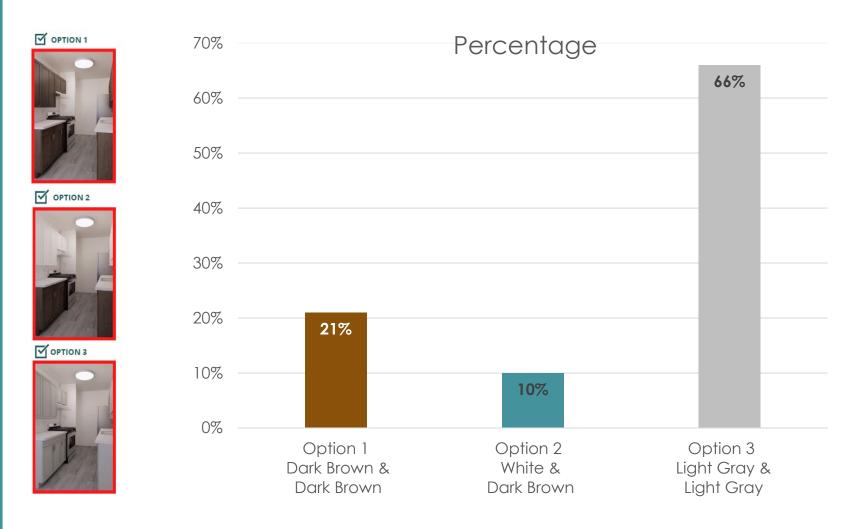
<sup>\*</sup>Exceptions may apply to households who pay flat rent, are current tenant-based Section 8 participants, or a mixed family, as defined by HUD.

Taft Rehab 218 West 112<sup>th</sup> pring/Summer Meeting

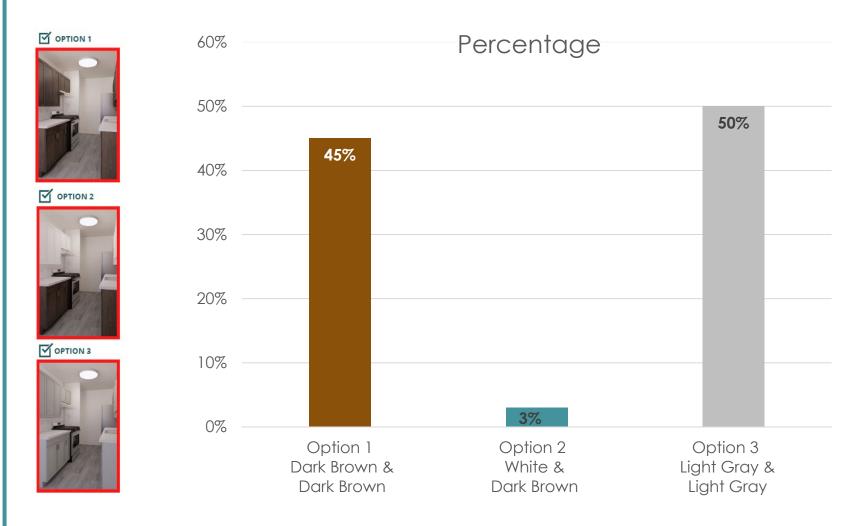
Harlem PACT team coordinated tabling sessions for residents to vote for preferred kitchen cabinet colors. Here are the results for 131 Saint Nicholas Avenue.



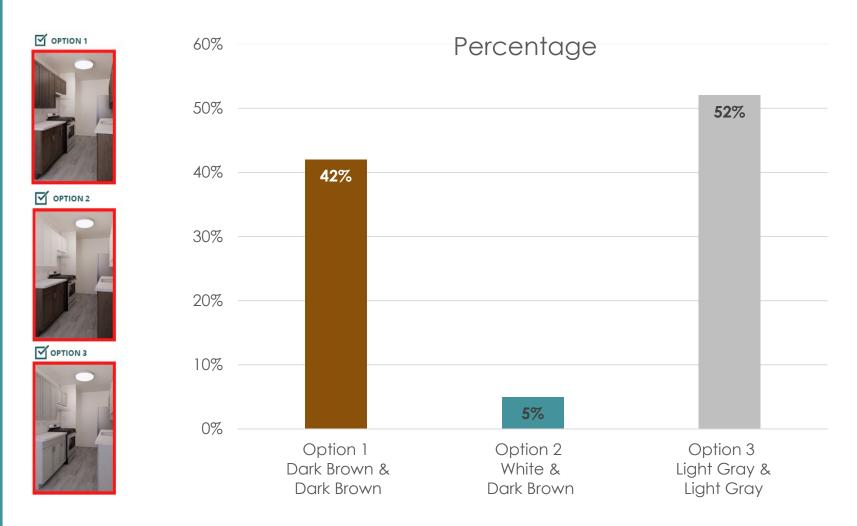
Harlem PACT team coordinated tabling sessions for residents to vote for preferred kitchen cabinet colors. Here are the results for <u>TAFT Rehab-95 West 119<sup>th</sup> Street</u>.



Harlem PACT team coordinated tabling sessions for residents to vote for preferred kitchen cabinet colors. Here are the results for <u>TAFT Rehab-203 West 117<sup>th</sup> Street</u>.



Harlem PACT team coordinated tabling sessions for residents to vote for preferred kitchen cabinet colors. Here are the results for <u>TAFT Rehab-201 West 117<sup>th</sup> Street</u>.



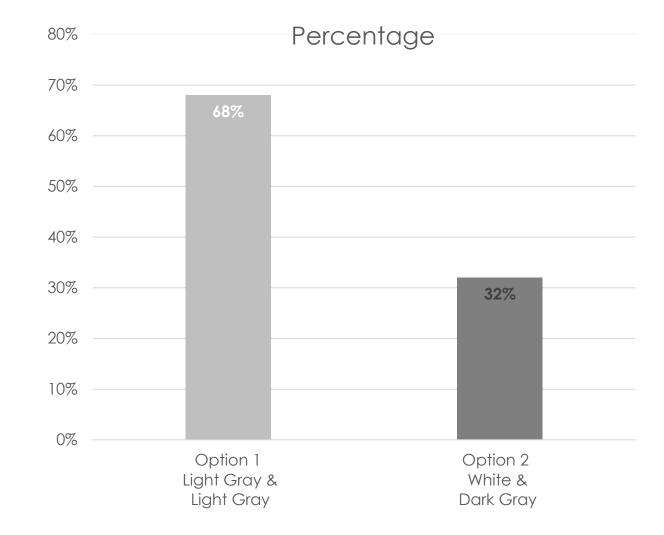
Harlem PACT team coordinated tabling sessions for residents to vote for preferred kitchen cabinet colors. Here are the results for <u>TAFT Rehab-218 West 112<sup>th</sup> Street</u>.

#### OPTION 1



OPTION 2





Thank you for your participation in the project surveys Your input is informing the landscape plan currently in progress

#### **COMMON FEEDBACK**

- Residents feel unsafe to use the outdoor space currently; 43% of survey respondents don't spend time outside at all
- Non-residents are occupying the space behind the seat walls near Saint Nicholas Ave as a hangout/smoking area
- Rat problem
- Walkway and areas behind the retaining walls are especially dark;
   overgrown trees and shrubs are also blocking the pole lights, reducing visibility
- Many residents use walkers/wheelchairs, would be great to have gentler ramps and landings
- 79% of survey respondents said "lighting is too dark at night / insufficient", and that there are many dark spots and corners throughout the site

#### **DESIRED IMPROVEMENTS/NEW PROGRAMS**

- Improve site security and visibility
- Rethink perimeter fence and retaining wall to provide a more safe and accessible space Better waste management
- More lighting needed; eliminate any dark corners
- 64% of survey respondents said "planting needs replacement / updating" and that all plantings need trimming and maintenance
- Better site accessibility
- 64% of survey respondents said "playground equipment should be updated"



### Introductions to Lease Signings

- Residents will receive a copy of the sample PACT lease prior to lease signings.
- Residents will have an opportunity to contact the Lease Signing Team or Legal Aid Society with any questions or concerns about their lease.
- Lease signings will be held at your respective building & each household will have a dedicated appointment.
- Appointment notices along with the list of required documents will be mailed prior to your lease signing (Government-Issued Photo ID required for tenant of record and co-lessee).
- If you require a special accommodation to sign your lease, such as a home visit, please contact the Lease Signing Team upon receiving your appointment.
- ❖ If a resident is unable to meet in person, the Lease Signing Team can accommodate signing electronically.

### Introductions to Lease Signings

- Every household must sign a new lease. This is a critical part of the Harlem PACT conversion
- \* Harlem PACT residents will transition from Section 9 (Public Housing) to Section 8 Project Based Voucher. Residents will pay 30% of total adjusted gross household income towards the rent.
- What is a lease?
  - A lease is a binding contract between a landlord and resident for a specified period.
  - Lease agreements outline the responsibilities of both the landlord and resident.
  - Lease agreements outline resident rights.

## PACT Lease Pg. 1: Lease Effective Date & Household Information

- Pg. 1 of the PACT lease will be prefilled with information NYCHA has on file for your household, including your Section 8 case number.
- During your lease signing appointment, please ensure all information on this page is correct.
- The effective date of your PACT lease will be the date of the PACT conversion, which is expected to happen in 2024.

Approved PACT Lease (as of 2/16/2021)
RESIDENTIAL APARTMENT LEASE - [DEVELOPMENT]
PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT) LEASE
Owner and Tenant make this apartment lease agreement ("Lease") as follows:
Owner's Name:
Owner's address for Notices:
Managing Agent's Name:  Managing Agent's Address:
Development:
Address of "Leased Premises" (including Apt No.):
Tenant's Name (person)-people signing leave): Section 8 Case Number:
Effective Date of Lette
•
1 of 12

Sample Lease

## PACT Lease Pg. 2: Section 8 and Resident Rent Portion

Pg. 2 of the PACT lease includes information about Section 8 and your monthly rent.

- Current 131 Saint Nicholas and TAFT Rehabs residents automatically qualify for Section 8 through the PACT program.
- This page will be pre-filled with your rent amount, which is determined by NYCHA's Leased Housing office. Your rent will be 30% of adjusted gross household income.
- Residents who currently pay a flat rent will have their rents increased to 30% of adjusted gross household income over a five-year phase-in period.

Approved PACT Lease (as of 2/16/2021)

 HEADINGS: Paragraph headings are only for ready reference to the terms of this Lease. In the event of a conflict between the text and a heading, the text controls.

#### 2. MONTHLY RENT TO THE OWNER

The mouthly "Contract Rent" to the Owner is determined by the New York City Housing Authority ("NYCHA") in accordance with the U.S. Department of Housing and Urban Development ("HUD") requirements for a tenancy under the Section 8 Voucher program.

One of the three options below will be checked by the Owner prior to Tenant signing the Lease:

- A. Unit on Section 8 Project-Based Housing
  Assistance Payment ("HAP") Contract See
  Subparagraph 2.a.
- \_\_\_ B. Unit not on Section 8 Project-Based HAP Contract because a rent election has been made. See Subparagraph 2.b.
- C. Unit not on Section 8 Project-Based HAP Coutact but Tenant is Section 8 Tenant-Based participant. See PACT Residential Lease Rider (Tenant-Based Section 8 Participants).

The remaining portion of the Countact Real is the Tenant's portion of the real. You as Tenant are responsible for paying to the Owner this "Tenant's portion of the real" which is an amount that is equal to thirty (39%) percent of your adjusted gross income as determined by NYCHA, exclusive of any allowance for reman-paid utilities, if applicable as further set forth in accordance with HUD PBV requirements. If you were a NYCHA public housing seast residing at the Development, and if, at the initial conversion of the Development to project-based Section 8, your portion of the reart as calculated, represents an increase over what you paid for rent as a public housing resident because you were paying less than thirty (30%) percent of your adjusted gross income, and such increase is by more than the greater of the (10%) percent or twenty-five (22.50%) dollars, as determined by NY-ILA, such increase with be planked, or of the NY-ILA with increase with be planked, or of the calculated by NY-ILA in Recordance with the requirements set forth in the Red Noves.

The Courtex Rent is the sum of the monthly housing assistance payment part Senson sportures of the rent. The Tennat's portion of the rent dude and payable the first day of each month or it such other day each month we death month or it such other day each month we have been supported to the address above or at a Agreel may detect at the address above or at a Agreel may refer the time of the address above the and a part of the address above the angular than the part of the address above the area of the address above the address above the address and the address above the address above the address and the address above the address and the address above the address and the address

TENANT'S PORTION OF THE RENT: The initial Tenant's portion of the rent shall be

MONTHLY HOUSING ASSISTANCE PAYMENT: The initial monthly housing assistance payment shall be \$\_\_\_\_\_.

CONTRACT RENT FOR APARTMENT: The initial contract rent shall be \$

#### ONLY IF 2(B) IS CHECKED: Unit not on Project-Based HAP Contract.

(i) At Initial Conversion: If at initial conversion, your Tensar's portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to 50), and you received the "Rent Election Form" attached to this Lesses as Rider and elected to pry the Contract Rent Amount as shown in the Rent Amount is the property of the Contract Rent Amount as shown in the Rent Amount is lower than thing (96%) percent of your adjusted gross income, then your unit will not be on the Project-Bassed HAP Contract, or

## PACT Lease Pg. 3: Household Information

Pg. 3 of the PACT lease lists each member of your household and their relationship to the head of household.

- If you submitted a request to NYCHA to add or remove household members, please bring a copy of this paperwork to your lease signing appointment.
- NYCHA's Leased Housing Department will be responsible for processing these requests after the PACT conversion, but we can help you follow up.

Approved PACT Lease (as of 2/16/2021)

(ii) After Initial Conversion: If you became a Teanant after the initial conversion and the Lessed Premises was terminated from the Project-Based HAP because your teanant's portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to 30 for at least 180 days), then you will pay the Contract Rent Amount shown below.

Owner and Tenant agree that if at any time the Owner or Managing Agent notifies Tenant that they are eligible for the PBV program, the Tenant agree to complete all documentation necessary to apply for assistance under the PBV program. If the Tenant does not complete the necessary documentation within thirty (30) days of written notification by Owner or the Managing Agent, Tenant agrees to pay the Contract Rent for Agartment as listed below.

The Teast agrees to provide to Owner and/or Managing Agent annually, so blast rhan satry (60) days from Owner's and/or Managing Agent's written request, a certification of annual income and household size along with verification of control of the Control of the

The Controt Rent Amount is due and payable for first day of each quantity or such of payable for the day each month is like Owner and few Managing Apent in any decide thild soldless above or at a location designated by Owner moder Managing Apent in written, Notice from Owner to Teasant that tent is without districtions. The Teasant shall tender his high-right period on the rent by Acked or money order or as otherwise accepted by the Owner and/or Managing Agent.

CONTRACT RENT FOR APARTMENT: The initial contract rent shall be \$\_\_\_\_\_.

 The Owner, in consideration of the rent herein paid and Tenant's undertaking to comply with the Tenant's obligations in this Lease and with all of the rules and regulations of the Owner, hereby leases to the Tenant and the Tenant hereby rents from the Owner the Leased Premises for the Term

#### 3. USE AND OCCUPANCY OF LEASED PREMISES:

The Lessed Premises shall be the Teasuri's only residence and except as otherwise permitted herein shall be used solely as a market as of the Teasurt and the members of the Teasurs and the members of the Teasurs and the members of the Teasurs and the members of the public houself nouselook as the time of conversion or named in the shade of spinntness of the public houself nouself as the time of conversion or named in the shade of spinntness of the teasure, since him the adoption, or since amboustion to the Owner and/or Managing Agent and NYCHA. The numbers of the Teasuri's houself as the shadering by the Owner and/or Monte and the Conversion of the Teasuri's houself as the shadering by the Owner and/or Managing Agent and NYCHA, before allowing any person in reside in the Lessed Premises.

The Tenant and the members of the Tenant's household listed below shall have the right to exclusive use and occupancy of the Leased Premises:

Name:	Relation to Tenant:

b. The Tenuts shall use the Lessed Possition as a residential dowling for the Tenuan shall the Consults houseshold as identified in Paragraph 3s above, or those search y authorized by the Owner andorr Managing Agent and NYCHA, and shall not use the Lessed Possition or openant its use for any other purpose, except that the Tenuant and sunforcized members of the Tenut's household may unagage in members of the Tenut's household may unagage in use of the Lessed Premises as a residence for Tenuant and unforcized members of the Tenut's household.

## PACT Lease Pg. 5: Security Deposit & Utilities

Pg. 5 of the PACT lease includes information about your security deposit and utilities.

- The security deposit you have on-file with NYCHA will be transferred to C+C Apartment Management upon conversion.
- There will be no change to how residents pay for utilities.

Approved PACT Lease (as of 2/16/2021)

#### 6. SECURITY DEPOSIT

- a. At Initial Conversion: The balance of any security deposit currently held by NYCHA for you shall be transferred to the Owner and you will not be required to pay any additional security, even if you transfer to another unit at this Development.
- b. After Initial Conversion: If you are a new Tenant, any required security deposit is limited to the lesser of (i) one month of the Tenant's portion of the rent in the amount of \$\_\_\_\_\_\_ and (ii) the Contract Rent.
- c. If required by law, the amount held as the security deposit will be held in an account bearing its security deposit will be held in an account bearing and the security of the security deposit to the security deposit of the security deposit from the security deposit to pry the last month, and of the Lends again Owner may use the security deposit in fair of in part, if security deposit in the security deposit in part, if security deposit in th
- 7. SUBLETTA G/ASSIGNMENT: Tenant shall neither seate, the "lossed Fremitee in whole or in part wor subset ne Lessed Fremitee in whole or in part without the surines consent of Orware, nor permit eavone or specifically indicated in this Lesse to occup the Lessed Fremitees. A subset or sustgamment without consent shall constitute a breach.
- 8. SERVICES: The following services and utilities are the responsibility of:

  Owner: □ Heat □ Hot water □ Gas □ Electricity

Tenant: Heat Hot water Gas Electricity

 OWNER'S INABILITY TO PROVIDE SERVICE: If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Tenant's obligations under this Lease, including the obligation to pay reat, this lease, including the obligation to pay reat, the

10. ACCESS: Owner and/or Munaring Agent, upon reasonable advance notice to the tiguant, shall be permitted to enter the Leased Premate, during reasonable hours for the purposer of performing improvements or registry, or of reshousing the top Premittee for reasonable and a various control of the performance of the

- LIABILITY OF TENANT: Tenant shall pay all sums incurred by Owner in the event Owner is held liable for damages resulting from any act by Tenant.
- 12. FIRE AND CASUALTY DAMAGE. Tenant is required to advise Owner immediately in the Leased Premises partially or wholly unfit for occupancy. Owner shall repair the Lease Premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the Leased Premises is unable, Tenant must pay rent for the origination of the control of the part of the control of the repairs shall be repaid to Owner by Tenant so

# PACT Lease Pg. 6, 7: Grievance Process & NYCHA's Role at 131 Saint Nicholas Avenue & TAFT Rehabs

- NYCHA's Grievance Process regarding rent issues will remain the same following the PACT conversion.
- Residents can initiate a grievance regarding repairs and maintenance through C+C Apartment Management.
- C+C Apartment Management must receive permission from NYCHA to commence legal action against a resident. We prioritize working with residents facing hardships.
- Residents will submit annual and interim income recertifications and household changes to NYCHA Leased Housing.
- New residents will come from Section 8 waitlists administered by NYCHA Leased Housing Department.

Approved PACT Lease (as of 2/16/2021)

13. TENANT DEFAULT. In the event Tenant does not comply with any of the obligations of this Lesse, creates a minance, engages in conduct detrimental to the safety of other tenants, intentionally damages the property, or is disturbing to other tenants, the Owner range terminate the tenancy and Lesse in accordance with the tenancy and grievance procedures set forth in Paragraph 14 herein. Any demand for rent must be made in writing.

#### 14. TERMINATION NOTIFICATION AND GRIEVANCE PROCESS; GOOD CAUSE.

- a. Termination Notification HUD is incorporating additional termination notification requirements to comply with section 6 of the United States Housing Act of 1937 on may be amended the "Act" for public housing projects that convert assistance under RAD and to non-RAD PBV miris located at the Development. In addition to the regulations at 24 CFR § 983.257, related to Owner termination of tenancy and eviction, the termination of procedure for RAD and non-RAD conversions to PBV will require adequate written notice of the properties of the propertie
- A reasonable period of time, but exceed 30 days:
  - If the health or safety of other tenants, Owner's employees, or persons residing in the immediate vicinity of the Leased Premises is threatened; or
  - In the event of any drug-related or viole criminal activity or any felony conviction;
- ii. Not less than 14 days in the case of nonpayment of rent; and
- iii. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
- b. <u>Grievance Process</u>. Pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55) and the RAD Notice as amended, HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the ACT.

For issues related to subsidy assistance and termination of such assistance, PBV program rules

require the public housing agency as contract administrator to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555.
RAD will specify alternative requirements for 24 CFR § 982.5550 in part, which outlines when informal hearings are not required, and require that:

- i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR. § 982.555(a)(1)(c)(-v), an opportunity for an informal hearing musts e gives to be T quant for any dispute that the Tenant may also with respect to an Owner action in accordance with the Tenant least of the Contract administrator in accordance with RAD or Non-RAD PBU requirements that adversely affect the Tenant's right, obligations, welfare, or statut.
  - For any hearing required under 24 CFR § 92.555(a) (I)(-)(v) (which relates to subsidy assistance under Section 8), NYCHA, as the courter administrator, will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
  - For any additional hearings for Tenant to grieve Owner actions that adversely affect Tenant's rights, obligations, welfare or status under his/her/their Lease, the Owner will perform the hearing.
- ii. An informal hearing will not be required for class gisevances or for disputes between residents not involving the Owner or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the Owner or NYCHA as the contract administrator.
- iii. The Owner gives the Tenant notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(v).
- iv. The Owner must provide opportunity for an informal hearing before an eviction.
- c. Good Cause. Owner cannot terminate this

  Lease or refuse to renew this Lease except for good

### PACT Lease Pg. 8: Residents' Responsibilities

- Residents may discard garbage only in designated areas.
- You must register your pet(s) at lease signing in ordered for the pet to be grandfathered in. New pets will be allowed but must be approved by management as per the pet policy that will be distributed.
- Pets must be on leash at all times in public areas of the development.
- Residents may not tamper with smoke and carbon monoxide detectors.
- Residents must notify management of peeling paint and children under 10 residing in a unit that may require window guards.
- Dryers are NOT permitted in units.

18. COMMON AREAS: Tenant shall not place

baby carriages, bicycles or any other property in or on fire escapes, roofs, side-walks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the Leased Premises and the building. Only those elevators and passageways designated by Owner can be used for deliveries.

19. GARBAGE AND REFUSE: Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window or balcony of the building. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators, elevator shafts or any other public areas. Tenant shall not place any articles of refuse outside the Leased Premises or outside the building except in safe containers and only at places designated by Owner. Tenant shall be liable to Owner for any violations issued to Owner as a result of Tenant's failure to properly recycle or

Owner shall have a pet policy that (i) at a imum authorizes for all residents the number and kinds of pets as is currently allowed by NYCHA for its residents, namely registration of one dop or cat under (25) twenty-five pounds with (either full breed or mixed breed) Doberman Pinscher, Pin Bull and Rottweiler specifically prohibited and reasonable quantities of other pets such as small caged birds (parakeets, canaries), fich and small caged animals (asmsters, perbils, guinea pigs), and (ii) does not charge pet fees in excess of any pet fees be maintained in accordance with the NYC Health

 If Tenan has a dog or cat legally registered with NYCHA or reasonable quantities of other pets such as small caged birds (such as parakeets, canaries), fish and small caged animals (such as hamsters, gerbils, guinea pigs) as of the date of the conversion of the Development, Tenant shall be permitted to keep such dog or cat or other animals

Assistance Animals: An assistance animal must be registered with Managing Agent before Approved PACT Lease (as of 2/16/2021)

bringing it into the Leased Premises, and documentation setting forth the need for an assistance animal may be required.

In no event shall any dog, cat or other anima be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and Leas

21. SMOKE AND CARBON MONOXIDE ALARMS: Tenant acknowledges that the Leased Premises being rented has smoke and carbon required by law.

22. WINDOW GUARDS: Tenant hereby agrees to notify Owner if any child who is ten years of age or under occupies the Deased Premises. Tenant shall or unter occupies he was remines. Feasil sain not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Tenant shall be liable to Owner for any violations issued to Owner as a result of Tenant's failure to permit Owner to install window guards or for installing any gate or guard on any window in violation of law

23. PEELING PAINT: Tenant hereby agrees to notify Owner of any paint within the Leased Premises that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions and to notify Owner if a child unde six years of age occupies the Leased Premises.

24 FACILITIES: Storeroom roof access laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue any or all of the facilities at any time and shall not be liable for any damage,

#### 25. ALTERATIONS/CARPETING

INSTALLATIONS: Tenant may not paste or nail any carpet, tile or linoleum to the floors. Tenant shall not apply wallpaper or other wall covering to the walls or ceilings. When Tenant vacates the Leased Premises, it shall be left painted in the same color as when rented. Tenant shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, garbage disposal kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment or make any other changes, alterations or improvements without

## PACT Lease Pg. 10: Lease Duration & Income Recertification

PACT Lease Pg. 10: Lease Duration & Income Recertification

- At your lease appointment you will sign a 1-year lease.
- Under the PACT program, you can automatically renew your lease each year when you recertify with NYCHA Leased Housing.
- NYCHA Leased Housing will notify you in writing when it is time to recertify your income and household composition as a Section 8 tenant.
- You can request an interim recertification if your income changes during the year.
- Dedicated staff at our designated site office are available to assist residents with recertifications.

Approved PACT Lease (as of 2/16/2021)

- 38. SUBORDINATION: The rights of Tenant, including all rights pranted under the terms of this Lesse, are and shall be subject to and subordinate to the terms of any mortgage on the buildings or the land under the building which now exists, or building which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.
- 39. SINGULAR/PLURAL and JOINT /SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is signing the Lease, their obligations shall be joint and several.
- 40. CONDEMNATIONEMINENT DOMAIN. If the building, or any part of the building, is taken or condemned by a public authority or government agency, this Lesse will end on the date of such taking. In such event, Teanst will have so claim for damages against Owner bossed upon such taking, and Teanst will be required to surreader the Lessed Premises to Owner upon 30 days' written notice from Owner to Teanst of Such government taking.
- Al. CONSTRUCTION/CONVENIENCE,
  Neighboring buildings may be the studiest of
  construction, resovation or demolition. Owner will
  not be liable to Tenant not shall read seen about
  Owner liable for interference with view, little sirflow, or ventilation, the convenient of quide enjoyment, or breach of the warming of sharbanking,
  whether such interference temporary or
  permanent, if such interference results from
  activities conducted, on adjoining propriets.
- 42. NO WAIVER: The future of Owner to insist at any time upon strict performance of any clause in this Lease shall not be construed as a waiver of Owner's right. No waiver by Owner of any privation of the Lease can be made unless made in writing by Owner. Acceptance of rent by Owner with aboveledge of the breach of any condition or term of this Leafe is not a waiver of the breach.
- 43. RENEWAL: The "Tenn" of the Lease, defined as the period between the "Beginning" and the "Ending" dates described in the Lease, shall be automatically renewable following the Ending date, unless otherwise terminated, for terms of twelve (12) months, each 12-month term terminating at midnight on the last day of the 12th month. Notwithstanding the foregoing, this Lease shall automatically renew for successive definite terms.

subject to the Owner being able to terminate the Lease for good cause as set forth in Paragraph 14c.

- 44. NOTICES: All notices, which include bills and/or other statements with respect to this Lesses, must be in writing. Notices to Tenant shall be sent to Tenant at Lessed Premise by regular mail except that any notice alleging failure to comply with any terms of this Lesse shall be sent by certified mail. Notices to the Owner shall be sent to Owner by certified mail to the dollers on othis Lesses, or to such other address at Owner shall be, and to Tenant in writing. Notices all be considered delined five (c) consenture only from the date
- 45. THIS LEASED PREMISES IS NOT SUBJECT TO RENT STABILIZATION: It is expressly understood that the Leased Premises which is the subject of this Lease is not subject to the Rent Stabilization Law.
- 46. VIOLENCE AGAINST WOMEN ACT PROVISIONS ("VAWA"):
- a. An incident or incidents of actual or inventeed domestic violence, dating violence, seemal assault, or stalking will not be construed as a serious or repented violation of the Lease by twictin or threatened victim of that violence, and will not be good cause for terminating the assistance, teanancy, or occupancy rights of the victim of such violence.
- b. Criminal activity directly relating to abuse, engaged in by a member of the Fenant's housed or any guest or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an immediate member of the Tenant's family is the victim or threatened victim of domestic violence, dating violence, extend assault or stalking.
- c. Monvintustanding any restrictions on admission, occupancy or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, the Owner and/or Managing Agent may "bifurcate" a lesse, or otherwise remove a household member is a signatory to the lease, in order to evict, remove, terminate occupancy right, or terminate assistance to any individual who is the Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating

### PACT Lease Pg. 12: Smoking Policy

- In 2018, NYCHA launched its Smoke-Free Initiative to create healthier homes for residents and working environments for employees by reducing exposure to secondhand smoke & providing support to residents who smoke and want to quit.
- We are committed to this initiative. Harlem Pact will have a 100% Smoke-Free Policy.
- This means smoking (cigarettes, electronic cigarettes, pipes, marijuana, etc.) is prohibited in all units, common areas, and grounds.

Approved PACT Lease (as of 2/16/2021)

38. SUBORDINATION: The rights of Tenant, including all rights granted under the terms of this Lesse, are and shall be subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or building which now exist, or building which may be eafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land of voliding.

39. SINGULAR/PLURAL and JOINT /SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is signing the Lease, their obligations shall be ioint and several.

40. CONDEMNATION/EMINENT DOMAIN: If the building, or any part of the building, is taken or condemned by a public authority or government agency, this Lesse will end on the date of such taking. In such event, Tenant will have no claim for damages against Owner based upon such taking, and Tenant will be required to surreader the Lessed Premises to Owner upon 30 days' written notice from Owner to Fenant of such povernment taking.

41. CONSTRUCTION/CONVENIENCE;
Neighboring buildings may be the subject of construction, resovation or demolition. Owner will not be liable to Tenant not shall reast seek a bold Owner liable for interference with view, list air flow, or ventilation, the covenant of quite enjoyment, or breach of the warming of alarbachity, whether such interference is temporary or permanent, if such interference results from activities conducted, an adjoining proprietes.

42. NO WAIVER: The future of Owner to insist at any time upon strict performance of any clause in this Lease shall not be construed as a waiver of Owner's right. No. waster by Owner of any provision of this Lease can be made unless made in writing by Owner. Acceptance of rear by Owner with thousedge of the breach of any condition or term of this Leafs is not a waiver of the breach.

43. RENEWAL: The "Tenn" of the Lease, defined as the period between the "Beginning" and the "Ending" dates described in the Lease, shall be automatically renewable following the Ending date, unless otherwise terminated, for terms of twelve (12) months, each 12-month term terminating at midnight on the last day of the 12th month. Notwithstanding the foregoing, this Lease shall automatically renew for successive definite terms.

subject to the Owner being able to terminate the Lease for good cause as set forth in Paragraph 14c.

44. NOTICES: All notices, which include bills and/or other statements with respect to this Lasse, must be in writing. Notices to Tenant shall be sent to Tenant at Leased Premise by regular mail except that any notice allegian failure to comply writin any terms of this Lasse shall be sent to Owner by certified mail Notices to the Owner shall be sent to Owner by certified mail to the Owner shall be sent to Owner by certified mail to the dollers on othis Lasse, or to such other address all Owner shall be sent to Tenant in writing. Notices will be considered delivered five (5) considered delivered five (6) required the form the date.

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b. Criminal activity directly relating to abuse, engaged in by a member of the Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an immediate member of the Tenant's family is the victim or threatened victim of domestic violence, dating violence, sexual assault, or shalling.

c. Monvintutanding any restrictions on admission, occupancy or terminations of occupancy or a sistence, or any Federal, State or local law to the contrary, the Owner and/or Managing Agent may "bifurcate" a lesse, or otherwise remove a household member is a signatory to the lease, in order to wrict, remove, terminate occupancy right, or terminate assistance to any individual who is the Tenant or lawful occupant and who engages in criminal acts of physical Volence against family members or others. This action may be taken without evicting, removing, terminating

## House Rules at 131 Saint Nicholas and TAFT Rehabs

- You will receive House Rules with your PACT lease during your lease signing appointment.
- The House Rules for 131 Saint Nicholas and TAFT Rehabs were created to enhance the quality of life for all residents. They are subject to approval by NYCHA and the 131 Saint Nicholas and TAFT Rehabs Resident Association.
- House Rules aid in fostering an environment where all residents can respectfully and peacefully enjoy their home.
- The House Rules include protections for victims of domestic violence, dating violence, sexual assault, and stalking through the Violence Against Women's Act (VAWA). These protections are available to ALL individuals regardless of sex, gender identity, or sexual orientation.

### Recap of Lease Signings

- Current 131 Saint Nicholas and TAFT Rehabs residents automatically qualify for Section 8 through the PACT program.
- Your rent will remain 30% of your adjusted gross household income.
- If you currently pay flat rent, your rent will increase over a five-year period to 30% of your adjusted gross household income.
- Pets are permitted for current residents. You must register your pet(s) with NYCHA before the conversion.
- Residents will sign a 1-year lease and will be granted an automatic renewal upon annual recertification.
- There will be no change to how residents pay for utilities.
- Vacancies at 131 Saint Nicholas and TAFT Rehabs Sites will be filled from the development's Site Based Waiting List administered by NYCHA's Section 8 Leased Housing Department.
- Grievance processes will remain in place.

### Legal Aid

- There will also be a dedicated Legal Aid hotline for residents as another layer of support
- Legal Aid will also be providing support on-site at tabling events at a later date
- The team at Legal Aid can help answer any questions or concerns you may have about the lease agreement – free of charge!
- Legal Aid Hotline: (212) 298-3450



Next Steps & Upcoming Events



### Next Steps & Upcoming Events

- Model Unit Tours (November 2023)
- Lease Signings (Fall 2023)
- Next Meeting (Winter 2023)



### How do I contact my PACT Team?

Please reach out with any questions



Phone: 646.527.7200



Email: contact@harlempact.com



Website: https://harlempact.com

\*Website updates coming soon

# THANK YOU! ANY QUESTIONS?







MCCORMACK BARON SALAZAR





Curtis + Ginsberg Architects