# HARLEM PACT

MORRIS PARK
SENIOR
CITIZENS HOME

居民會議#4: 租約簽署

09/28/2023



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

# 議程

- ❖ PACT概述-NYCHA
- ❖ 春夏會議回顧
- ❖ 租約簽署
- ❖ 後續步驟
- ❖ 問答



### 什麼是PACT?

- NYCHA預計需要780億美元資金對其 轄下所有住宅樓進行全面翻修和翻新 工程,但是聯邦政府只提供了這些改 善工程所需資金的一小部份。
- 通過PACT計劃,您的住宅區將參加租金補助示範計劃(RAD)並轉換至更穩定的,由聯邦資助的住宅區專屬第8章房屋租金補助計劃。
- 轉換工作讓NYCHA籌集資金完成您所居住宅區的全面翻修工程,同時確保您所居房屋租金維持永久平價性及居民享有與公共房屋計劃賦予的同等基本權利。

### PACT 投資與改進



Twin Parks West 翻新公寓



Baychester的場地改進



Ocean Bay (Bayside) 的屋頂和太陽能電池板 Ocean Bay (Bayside) 翻新大樓入口系統維修



### PACT T計劃如何運作

PACT計劃依賴私營和非牟利發展合作夥伴的合作關係,並參考居民意見選出 合適的合作夥伴。

### 全面翻修

的建築實體需要。

發展合作夥伴帶來專 物業管理公司負責住 業的設計和建築團隊。 宅樓和住宅區的日常 他們解決住宅區所有 營運和維護工作。

### 專業的管理公司

### 完善的服務

與社會服務機構合作, 採納居民所提的意見 和建議,改善住宅區 內的社會服務質量和 規劃。



**Betances** 

### 公共監管: NYCHA和居民

您所居住宅區將保持公共監管權。轉換工作完成後, NYCHA將繼續擁有樓宇和 土地,管理第8章房屋租金補助 計劃及其輪候冊並監督住宅區營運狀況如有需要, NYCHA 將協助解決居民和新管理團隊之間可能出現的任何問題。



Ocean Bay (Bayside)

\*PACT使用租金援助示範(RAD),旨在確保隨著開發項目過渡到住房平等法第8 章計劃,房屋始終保持可負擔性,並且 居民享有與公共住房計劃相同的基本權利。

### PACT居民保護

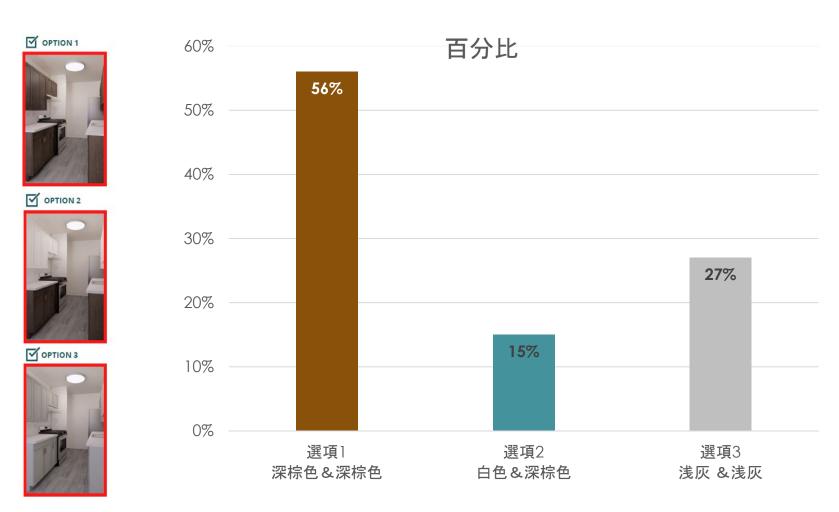
- 您所支付的租金將不會超過家庭收入 的百分之30。\*
- 您將有組織的權利。
- 居民協會將繼續獲得資助。
- 您將有續租的權利。
- 住宅區完成轉換後,您的申請將無需 再接受審查。

- 您可在租賃合約中增加家庭成員。
- 您將繼續擁有租賃繼承權。
- 您將可提出申訴聽證。
- 您將有機會申請由PACT提供的工作。

Taft Rehab 218 West 112th 春夏会议回顾

### 春夏回顧

哈萊姆PACT團隊協調了餐桌會議,讓居民投票選出喜歡的廚櫃顏色。 以下是Morris Park Senior Citizens Home的結果。





# 租約簽署



### 租約簽署簡介

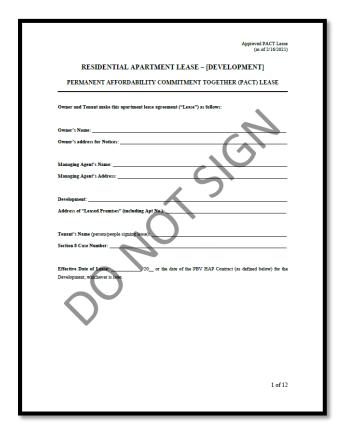
- ❖ 在簽署租約之前,居民將收到一份PACT租約樣本的副本。
- ❖ 居民將有機會聯繫租約簽署小組或法律援助協會,對租約有任何疑問或疑慮。
- ❖ 租約簽署將在您各自的建築物舉行,每個家庭都將有一個專門的約會。
- ❖ 預約通知以及所需文件清單將在您簽署租約之前郵寄(記錄租戶和共同承租 人需要政府簽發的帶照片的身份證件)。
- ❖ 如果您需要特殊住宿來簽署租約,例如家訪,請在收到預約后聯繫租約簽署 團隊。
- ❖ 如果居民無法親自見面,租約簽署團隊可以安排電子簽名。

### 租約簽署簡介

- ❖ 每個家庭都必須簽署新的租約。 這是哈萊姆PACT轉換的關鍵部分。
- ❖ 哈萊姆PACT居民將從第9節(公共住房)過渡到第8節基於專案的代金券。 居民將支付調整后家庭總收入的30%用於租金。
- ❖ 什麼是租賃?
  - 租約是房東和居民之間在特定期限內具有約束力的合同。
  - 租賃協定概述了房東和居民的責任。
  - 租賃協定概述了居民權利。

### PACT 租約第1頁:租約生效日期和家庭資訊

- ◆ PACT 租約的第 1 頁將預先填寫 NYCHA 為您的家庭存檔的資訊,包括您的第 8 節 案件編號。
- ❖ 在您的租約簽署預約期間,請確保此頁面 上的所有資訊正確無誤。
- ❖ 您的 PACT 租約的生效日期將是 PACT 轉換的日期,預計將於 2024 年發生。



租约样本

### PACT 租賃第2頁:第8節和居民租金部分

PACT租約的第2頁包括有關第8節和您的月租金的資訊。

- ❖ 目前的Morris Park Senior Citizens Home居民 通過PACT計劃自動有資格獲得第8節。
- ❖ 此頁面將預先填寫您的租金金額,該金額由 NYCHA的租賃住房辦公室確定。您的租金將是 調整后家庭總收入的30%。
- ❖ 目前支付固定租金的居民的租金將在五年的逐步 實施期內增加到調整后家庭總收入的30%。

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 monthly "Contract Renf" 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 Couract but Tenant is Section 8 Tenant-Based participant. See PACT Residential Lease Rider (Tenant-Based Section 8 Participants).

a. ONLY IF 7(A) IS CHECKED: Unit on Project-Based HAP Centract. Each month has Owner and/or Managing Agents will credit; housing assistance payment? The All monthly housing assistance payment? against the monthly contract Rent. The amount of the monthly housing assistance payment will be determined by 97 CHA in accordance with HLD requirements for a tenancy mader the Section 3 NYCHA3 importance with Section 3 NYCHA3 importance with Section 3 NYCHA3 importance of the Section 3 NYCHA3 important of the Section 3 NYCHA3 important of the Section 4 N

The remaining portion of the Contract Rent is the remain's portion of the rent. You as Tenant are responsible for paying to the Owner this "Tenant's portion of the rent" which is an amount that is equal to then's (30%) percent of your adjusted gross income as determined by NYCHA, exclusive of any allowance for tenant-paid utilities, if applicable as further set forth in accordance with HIID PBV requirements. How were a NYCHA public housing. seamt residing at the Development, and if, at the initial conversion of the Development to project-based Section 8, your portion of the rest as calculated, represents an increase over what you paid for rest as a public housing resident because you were paying less than thirty (30%) percent of your adjusted gross income, and tuch increase is by more than the greater of the (10%) percent or your adjusted gross income, and tuch increase is by more than the greater of the (10%) percent or your adjusted for the present of the (10%) percent or your period. Such phase-of-in increase will be calculated by NYCHA in accordance with the requirements set forth in the RaD Notice.

The Courtset Rent is the sum of the monthly bousing assistance payment plus Teaths I portion of the rent. The Teath's portion of the rent shows and apyable the first sky of each month on it such other day each month with the Teath's above or at a Rent shows a state of the Ren

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 Convention: If st initial conversion, your Tensaris portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to \$10), and you received the "Rent Election Ferm" attached to his Liesse as a Richel and elected to pay the Contract Rent Amount as shown in the Rent Amount is lower than theiry (30%) percent of your adjusted gross income, then your unit will not be on the Project-Based HAP Contract, or

### PACT租賃第3頁:家庭資訊

PACT租約的第3頁列出了您的每個家庭成員及其與戶主的關係。

- ❖ 如果您向NYCHA提交了添加或刪除家庭成員的請求,請在您的租約簽署預約中攜帶此檔的副本。
- ❖ NYCHA的租賃住房部門將負責在PACT轉換后處 理這些請求,但我們可以説明您跟進。

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(ii) After Initial Conversion: If you became a Tennat after the initial conversion and the Leased Premises was terminated from the Project-Based HAP becames your tennar's portion of the reat 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 or Managing Agent notifies Tenant that they are eligible for the PBV program, the 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 Apartment as listed below.

The Teant agrees to provide to Owner and/or Managing Agent amusily, no later than savy (60) days from Owner's nador Managing Agent's written sequest, a certification of manual income and household size along with verification of the commentation. In order to verify Teant's of the Commentation as would enable the Owner and/or Managing Agent are yet great to gailver, such documentation as would enable the Owner and/or Managing Agent to verify Teant's income under the requirements of the PSB, Proplem. Including without instantion, consecutively are only the Commentation of Commentat

The Couract Rant Amount is the and payable the first day of each month of a such other day each month of the Owner, and/or Managing Ageat may decide at the address above or at a location designated by Owner andor Managing Ageat in writing. Notice from Owner to Tenant that rest is due is the registed. The rest must be paid in full without deflictions. The Tenant shall stender his hearthing priction of the rest by check or money order or as otherwise accepted by the Owner and/or Managing Ageat.

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

c. 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:

a. The Leased Premises shall be the Teasur's only residence and except as otherwise permitted herein shall be used solely six sesidence for the Teasuri and the members of the Teanuri household (i.e., those members that were submorted members of the public housing bousehold at the time of conversion or anasie in the submorted members of the public housing household at the time of conversion or anasie in the submorted explication for Section 8 post tourserison) who remain in continuous Section 20 post tourserison) who remain and experimental the submorted of the time of the tim

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 Contact 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 permit it use for any other purpose, except that the Tenuant and sunforcized members of the Tenut's household may ungage in members of the Tenut's household may ungage in use of the Lessed Premises as a residence for Tenuant and unforcized members of the Tenut's household.

### PACT 租賃第5頁:保證金和公用事業

PACT租約的第5頁包括有關您的保證金和公用事業的資訊。

- ❖ 您在NYCHA存檔的保證金將在轉換後轉入C + C公寓管理。
- ❖ 居民支付水電費的方式不會改變。

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### 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 mouth of the Tenant's portion of the rent in the amount of \$\frac{1}{2}\$ and (ii) the Contract Rent.
- If required by law, the smouth held as the security deposit will be held in an account bearing accurity deposit will be held in an account bearing instructs at the braking institution's prevailing trac. An animal payment of accrued instructs will be made by the braking institution to the Tenant, less 1% instructs of the security on deposit, to be studented by the braking institution to Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the Lessed Premises during the term of this Less. He remait carries out all of Tenant's obligations under this Lesse, and if the Lessed Premises in returned to Owner at the experience of the lesses that the second of the lesses that the second of the lesses of the les
- 7. SUBLETTING/ASSIGNMENT. Tenant shall neither switch, the leased Fremises in whole or in parts over subset he Leased Premises in whole or in parts without the written consent of Owner, nor permit anyone got specifically indicated in this Lease to become the Leased Premises. A subset or a substantial obligation of this Lease.
- 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 circumstance which are not the fault of Owner, Team's obligations under that Lease, including the obligation to pay reat, that lemain in effect, except as otherwise permitted by low.

18. ACCESS. Owner nafor Munaring Agent, upon resocnable shounce notice to the shauet, shall be permitted to enter the Leaves. Drumber, during resonable hours for the property of performing routine impections self maintenance, mixing improvements or person, or for should be considered resource of premitters for reflexing the to "propertive purpose of Owner at Managing Agent's entry, delivered to Leaved Tremtes at least 2 days before such entry, dails occusived resonable solvance notics if the Teams this to permit such entry to the Leaved Premitter of the team of th

- 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 CASULATY DAMACE. 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 came not under Owner's control. If part of the Leased Premises is unable, Tenant must pay rent for the under Owner's Leased Premises or demanged in the control of the part of of the repairs that the repair do twent by Tenant and the repair to them by Tenant and the part of the part of the repairs that the repair do twent by Tenant and the part of the part of the repairs that the repair do twent by Tenant as

### PACT Lease Pg. 6, 7: 申诉程序和NYCHA在 Morris Park Senior Citizens Home**的角色**

- ❖ NYCHA關於租金問題的申訴程式在PACT轉換后 將保持不變。
- ◆ 居民可以通過○ + ○公寓管理部門提出有關維修和 維護的申訴。
- ❖ C + C公寓管理必須獲得NYCHA的許可才能對居 民採取法律行動。 我們優先考慮與面臨困難的居 民合作。
- ❖ 居民將向NYCHA租賃住房提交年度和中期收入重新認證和家庭變化。
- ❖ 新居民將來自由NYCHA租賃住房部管理的第8節 候補名單。

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13. TENANT DEFAULT: In the event Tenant does not comply with any of the colligations of this Lesse, creates a missance, engages in conduct detrimental to the safety of other tenants, intentionally damages the property, or it disturbing to other tenants, the Owner may terminate the tenancy and Lesse in accordance with the termination and grievance procedure 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 IUD is incorporating additional termination notification requirements to comply with section 6 of the United States Housing Act of 1937 (as may be amended, the "Act") for public housing projects that convert assistance under RAD and to non-RAD PSV units located at the Development. In addition to the regulations at 24 CFR § 983.257, related to Owner termination of reanney and eviction, the termination procedure for RAD and non-RAD nonversions to PBV will require adequate written notice of termination of the Lesses to Tensus which shall bed
- i. A reasonable period of time, but no 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 violent criminal activity or any felony conviction;
- ii. Not less than 14 days in the case of onpayment 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 recuirements 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 § 982.555(b) 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 gives in 4 CFR § 982.555(a)(1)(b)-(v), an opportunity for an informal hearing must be given to the Team from a dispute that the Team trany a sea with respect to an Owner action in accordance with a recombination of the Team of t
  - For any hearing required under 24 CFR § 52.55(a) (1)(-)(v) (which relates to subsidy assistance under Section 8), NYCEA, as the contract 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 givenuces 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.
- Good Cause. Owner cannot terminate this Lease or refuse to renew this Lease except for good cause:

### PACT 租約第8頁:居民的責任

- ❖ 居民只能在指定區域丟棄垃圾。
- ❖ 您必須在租約簽署時註冊您的寵物,以便為寵物 祖父。允許攜帶新寵物,但必須根據將要分發的 寵物政策獲得管理層的批准。
- ◆ 在開發專案的公共區域, 寵物必須始終拴著皮帶。
- ❖ 居民不得篡改煙霧和一氧化碳探測器。
- ❖ 居民必須通知管理層油漆剝落和居住在可能需要 窗戶防護裝置的單元中的 10 歲以下兒童。
- ❖ 公寓內不允許使用烘乾機。

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 passagements

designated by Owner can be used for deliveries

19. GARRACE AND REFUSE: Garbage and recyclable items must be brought to the basement or recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. Captes, rugs, or other articles shall not be hung or shakes our of any window or baloony of the building. Tenant shall not sweep or throw or permit to be revept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevator, elevator shafts or any other public reast. Frant shall not place any other public reast. Frant shall not place any other public reast. Frant shall not place and only a 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 other violation of heart violation of

### 20. PETS

a. Owner shall have a pet policy that (i) at a minimum sutherities for all residents the number and kinds of spet as it currently thouse by N°CEA. for it residents, namely registration to come the collection of the state of th

b. If I remain has a dog or cat legally registered with NYCHA or reasonable quantities of other pets such as small caged bards (such as parakers; canazies), fish and small caged animats (such as humters, gerbul, guines pips) as of the date of the conversion of the Development, Tenant shall be permitted to keep such dog or cat or other animals on the premises.

c. Assistance Animals: An assistance animal must be registered with Managing Agent <u>before</u>

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

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

21. SMOKE AND CARBON MONOXIDE ALARMS: Tenant acknowledges that the Leased Premises being rented has smoke and carbon monoxide alarm(s) in proper working order as required by law.

22. WINDOW GUARDS: Tenant hereby agrees to notify Ordine if any chall when is any years of age or under accomple he lives of remines. Tenant shall not unful any privile guard on any window without warden game in earlier of the property of

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

24. FACILITIES: Storeroom, roof access, launding facilities in the building or television master animan may be provided by Owner at the option of Owner. Owner may discontinue say or all of the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

### 25. ALTERATIONS/CARPETING/

INSTALLATIONS: Teasur may not paste or sail any capes, tile or linoleum to the floors. Teasur shall not apply wallpape or other wall covering to the walls or cedlings. When Tenant vacates the Lessed Premises, it shall be left painted in the same color as when rested. Teanut shall not install a waterbed, washing machine, dryer, dishwasher, sir conditioner, refigerator, sink, garbage disposal, kitchen cobinets, stove, other mechanical equipment or an extreatal anstean in an apartment or make any other changes, alterations or improvements without the written consent of Owner.

### PACT 租賃第 10 頁:租賃期限和收入重新

### 認證

PACT 租賃第 10 頁:租賃期限和收入重新認證

- ◆ 在您的租賃預約中,您將簽署一份為期 1 年的租約。
- ◆ 根據PACT計劃,當您通過NYCHA租賃住房重新認證時, 您可以每年自動續租。
- ❖ NYCHA租賃住房將以書面形式通知您,何時需要重新 證明您的收入和家庭組成為第8節租戶。
- ❖ 如果您的收入在一年內發生變化,您可以申請臨時重新 認證。
- ❖ 我們指定的網站辦公室的專職工作人員可以協助居民進行重新認證。

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 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 ionit 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 Lease will end on the date of such taking. In such event, Teanst will have no claim for damages against Owner based upon such taking, and Tenant will be required to surreader the Leased Premises to Owner upon 30 days' written notice from Owner to Peanst of such povernment taking.

41. CONSTRUCTION/CONVENIENCE,
Neighboring buildings may be the subject of
construction, resovation or demolition. Owner will
not be liable to Tensat not shall reasy sees a hold
Owner liable for interference with view, little airflow, or ventilation, the convenient of quietenjoyment, or breach of the wargants of anotherlist,
whether such interference is temporary or
permanent, if such interference results from
activities conducted on agiolining 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 congruent as a waiver of Owner's right. No mayor by Owner of any portision of the Lease can be made unless made in until by Owner. Acceptance of rent by Owner with incovincing of the breach of any condition or term of this Lease is not a waiver of the breach.

43. RENEWAL: The "Term" of the Lease, defined as the period between the "Beginning" and the "Endining" dates described in the Lease, shall be automatically reservable 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 reserve 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 Lease, must be in writing. Notices to Tenant shall be sent to Tenant that Leased Premises by regular mail except that any notice alleging faiture to comply with any terms of this Lease shall be sent by cartified mail. Notices to the Owner shall be sent to Owner by certified mail to the dollers oughts Lease, or to such other address of Owner to cartifing. Notices to the Councer that had vive Tenant in writing. Notices and be considered delivered five (c) consenting days 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 increatened domestic violence, dating violence, sexual assualt, or stalking will not be construed as a serious or repeated violation of the Lease by a serious or repeated violation of the Lease by the victim or threatened victim of that violence, and will not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

b. Criminal activity directly relating to abuse, engaged in by a member of the Tenant's bousehold 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, sentual assault, or shalking.

c. Notwithstanding 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 Volence against family members or others. This action may be taken without evicting, removing, terminating to the take uniform textures.

### PACT 租約第12頁:吸煙政策

- ❖ 2018年,NYCHA啟動了無煙倡議,通過減少 二手煙的暴露併為吸煙和想要戒煙的居民提供 支援,為居民創造更健康的家園和員工的工作 環境。
- ❖ 我們致力於這一倡議。 哈萊姆公約將有100% 無煙政策。
- ❖ 這意味著所有單位、公共區域和場地都禁止吸煙(香煙、電子煙、煙門、大麻等)。

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

38. SUBORDINATION: The rights of Tenant, including all rights gramed 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 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.

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whether such interference is employing or
permanent, if such interference results from
activities conducted on agiotimic properties.

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43. RENEWAL: The "Term" 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 trevber (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 Lease, must be in writing. Notices to Tenant shall be sent to Tenant that Leased Premise by regular mail except that any notice alleging failure to comply with any terms of this Lease shall be sent by certified mail. Notices to the Owner shall be sent to Owner by certified mail to the dolves oughts Lease, or to such other address at Owner shall be, and to Tenant in writing. Notices and the considered delivered five (2) considered delivered five (2) considered delivered five (3) considered delivered five (3) considered delivered five (3) considered delivered five (3) considered delivered five (4) considered delivered five (5) considered delivered five (6) co

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a. An incident or incidents of actual or increatened domestic violence, dating violence, sexual assualt, or stalking will not be construed as a serious or repeated violation of the Lease by a serious or repeated violation of the Lease by the victim or threatened victim of that violence, and will not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

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 of threattend victim of domestic violence, dating violence, sexual assault, or stalking.

c. Notwithstanding any restrictions on admission, occupancy or terministions of occupancy or anistense of occupancy or anistense of occupancy or anistense, or any Federal, State or local law to the contravy, the Owner and/or Managing Agent may "bifurcate" a lesse, or otherwise remove a household member is a signatory to the lesse, 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 act of physical violence against family members or others. This action may be taken without evicting, removing, terminating the taken without evicting, removing, terminating

### 條款規定之 Morris Park Senior Citizens Home

- ❖ 在租約簽署預約期間,您將收到 PACT 租約的房屋規則。
- ❖ Morris Park Senior Citizens Home 的房屋規則旨在提高所有居民的生活品質。
  它們須經NYCHA 和Morris Park Senior Citizens Home居民協會批准。
- ❖ 房屋規則有助於營造一個環境,讓所有居民都能尊重和平地享受他們的家。
- ❖《房屋規則》包括通過《暴力侵害婦女法》(VAWA)保護家庭暴力約會暴力、 性侵犯和跟蹤的受害者。這些保護適用於所有人,無論性別、性別認同或性取向如何。

### 租約簽署回顧

- ◆ 目前的Morris Park Senior Citizens Home居民通過PACT計劃自動有資格獲得第8 節。
- ❖ 您的租金仍將是調整后家庭總收入的30%。
- ❖ 如果您目前支付固定租金,您的租金將在五年內增加到調整后家庭總收入的30%。
- ❖ 當前居民可攜帶寵物入住。 您必須在轉換前向NYCHA註冊您的寵物。
- ❖ 居民將簽署 1 年租約,並在年度重新認證後自動續簽。
- ❖ 居民支付水電費的方式不會改變。
- ❖ Morris Park Senior Citizens Home的空缺將從NYCHA第8節租賃住房部門管理的 開發專案基於網站的等候名單中填補。
- ◆ 申訴程式將繼續存在。

# 法律援助

- ❖ 此外, 還將為居民提供專門的法律援助熱線, 作為另一層支援
- ❖ 法律援助亦會在日後為現場活動提供支援
- ❖ 法律援助團隊可以説明回答您對租賃協定的任何問題或疑慮 免費!
- ❖ 法律援助熱線: (212) 298-3450



後續步驟和即將推出事件



### 後續步驟和即將舉行的活動

模型單元參觀(2023年11月)

租約簽署(2023年秋季)

下次會議(2023年冬季)



## 我如何聯繫我的PACT團隊?

❖ 如有任何問題, 請與



電話: 646.527.7200



電子郵件: contact@harlempact.com



網站: https://harlempact.com

\*網站更新即將推出

# 謝謝! 有問題嗎?







MCCORMACK BARON SALAZAR





Curtis + Ginsberg Architects