

# **UPACA** 5

居民会议#4: 租约签署

10/12/2023



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

# 议程

- ❖ PACT概述-NYCHA
- ❖ 春夏会议回顾
- ❖ 租约签署
- **❖** 后续步骤
- ❖ 问答



项目概述

#### 什么是 PACT?

- NYCHA 预计需要 780亿美元资金对其辖下 **所有住宅楼**进行全面翻修和翻新工程,但 是联邦政府只提供了这些改善工程所需资 金的一小部份。
- 通过PACT计划 · 您的住宅区将参加租金 补助示范计划 (RAD)并转换至更稳定的,由联邦资助的住宅区专属第8章 房屋租金 补助计划。
- 转换工作让NYCHA筹集资金完成您所 居住宅区的全面翻修工程,同时确保您 所居房屋租金维持永久平价性及居民享 有与公共房屋计划赋予的同等基本权利。

#### PACT 投资和改善项目



在Twin Parks West 的翻新公寓



在Ocean Bay (Bayside) 的屋顶和太阳能 电池板 系统维修



在Baychester 的场地改进



在Ocean Bay (Bayside)的翻新建筑入口

#### PACT 计划如何运作

PACT计划依赖私营和非牟利发展合作伙伴的合作关系,并参考居民意见选出合适的合 作伙伴。

#### 全面翻修

发展合作伙伴带来专 业 的设计和建筑团队。 他 们解决住宅区所有 的建 筑实体需要。

#### 专业的管理公司

物业管理公司负责住宅 楼 与社会服务机构合作, 和住宅区的日常运营 和维 采纳居民所提的意见和 护丁作。

#### 完善的服务

建议,改善住宅区内的 社会服务质量和规划。



**Betances** 

#### 公共監管: NYCHA和居民

您所居住宅区将保持公共监管权。 转换工作完成后,NYCHA将继续拥有楼宇和 土地, 管理第8章房屋租金补助计划及其轮候册并监督住宅区营运状况如有需要 NYCHA将 协助解决居民和新管理团队之间可能出现的任何问题。



Ocean Bay (Bayside)

\* PACT 使用租金援助示范计划(RAD),旨在确保随着开发项目过渡到第8 条规定的计划, 使房屋成为永久经济适用房,并确保居民享有与公共住房计划相同 的基本权利。

#### PACT居民保护

- 您所支付的租金将不会超过家庭收入的百分之30。\*
- **您将有**权组织**的**权利。
- 居民协会将继续获得资助。
- 您将有续租的权利。
- **住宅区完成**转换后,您的申请将无**再接受**审查。

- 您可在租赁合约中增加家庭成员。
- 您将继续拥有租赁继承权。
- 您将可提出申诉听证。
- 您将有机会申请由PACT提供的工作。

Taft Rehab 218 West 112th 春夏会议回顾

### 春夏回顾

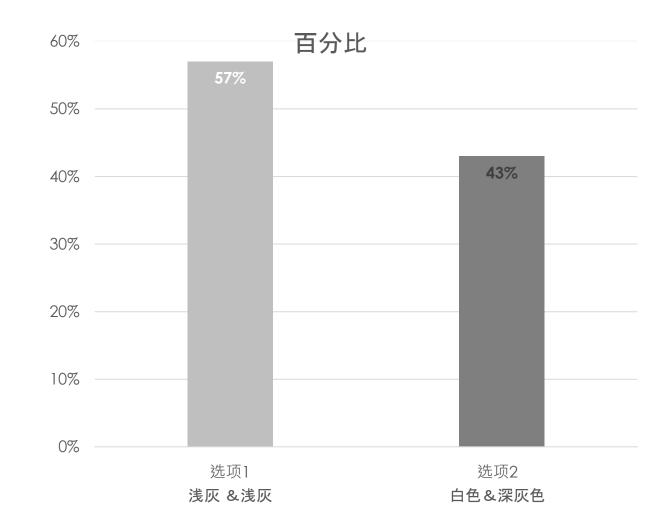
哈莱姆PACT团队协调了餐桌会议,让居民投票选出喜欢的厨柜颜色。以下是UPACA 5的结果.

#### OPTION 1



OPTION 2





### 春夏回顾

**感**谢您参与项目调查 **您的意**见正在为当前正在进行的景观规划提供信息

#### 常见反馈

- •居民在物业周围走动感到不安全
- •围栏不够高;非居民倾向于跳过
- •需要更多的照明,特别是在入口处
- •树木和植物杂草丛生
- •没有多少居民养狗
- •没有重大的场地可达性/排水问题

#### 期望的改进/新计划

- •92%的受访者表示"需要额外的计划(聚会空间,成人健身,社区花园、活动舞台等)
- •提高网站安全性和可见性
- •提供更高的围栏,并限制居民进入
- 更好的废物管理
- 为家庭聚会提供安全的空间
- •86%**的受**访者表示"需要更多的户外照明",他们希望在所有区域都有足够的照明,考虑可调光灯
- 所有种植都需要修剪和维护





### 租约签署简介

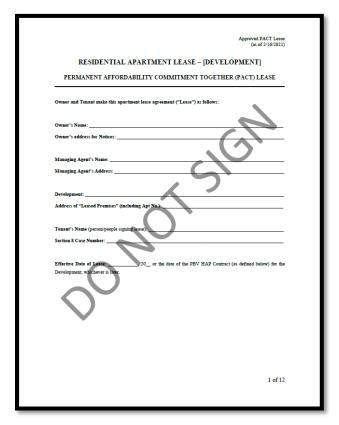
- ❖ 在签署租约之前,居民将收到一份PACT租约样本的副本。
- ❖ 居民将有机会联系租约签署小组或法律援助协会,对租约有任何疑问或疑虑。
- ❖ 租约签署将在您各自的建筑物举行,每个家庭都将有一个专门的约会。
- ❖ 预约通知以及所需文件清单将在您签署租约之前邮寄(记录租户和共同承租 人需要政府签发的带照片的身份证件)。
- ❖ 如果您需要特殊住宿来签署租约,例如家访,请在收到预约后联系租约签署团队。
- ❖ 如果居民无法亲自见面,租约签署团队可以安排电子签名。

### 租约签署简介

- ❖ 每个家庭都必须签署新的租约。这是哈莱姆PACT转换的关键部分。
- ❖ 哈莱姆PACT居民将从第9节(公共住房)过渡到第8节基于项目的代金券。
  居民将支付调整后家庭总收入的30%用于租金。
- ❖ 什么是租赁?
  - 租约是房东和居民之间在特定期限内具有约束力的合同。
  - 租赁协议概述了房东和居民的责任。
  - 租赁协议概述了居民权利。

#### PACT 租约第 1 页:租约生效日期和家庭信息

- ◆ PACT 租约的第 1 页将预先填写 NYCHA 为您的家庭存档的信息,包括您的第 8 节 **案件**编号。
- ❖ 在您的租约签署预约期间,请确保此页面 上的所有信息正确无误。
- ❖ **您的** PACT **租**约的生效日期将是 PACT 转换的日期,预计将于 2024 **年**发生。



租约样本

## PACT 租赁第 2 页:第 8 节和居民租金部分

PACT租约的第2页包括有关第8节和您的月租金的信息。

- ❖ 目前的UPACA 5居民通过PACT计划自动有资格获得第8节。
- ❖ 此页面将预先填写您的租金金额,该金额由 NYCHA的租赁住房办公室确定。您的租金将是 调整后家庭总收入的30%。
- **❖ 目前支付固定租金的居民的租金将在五年的逐步** 实施期内增加到调整后家庭总收入的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 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 Youcher 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 Contract but Tenant is Section 8 Tenant-Based participant. See PACT Residential Lease Rider (Tenant-Based Section 8 Participants).

a ONLY IF 2(A) IS CHECKED. Uset on Project-Based HAP Centract. Each quords has Owner and/or Managine Agents all credit a gouing assistance payment received from NC HA, Itany, (the "monthly housing assistance payment") against the monthly Centract Rent. The amount of the monthly housing assistance payment will be determined by NC HAB as accordance with HUD requirements for a tenancy under the Section 3 Project-Based (Coucher (PBV) program and project-Based (Coucher (PBV)) program and project-Based (PBV) program as implemented by Notice H 2014-09 PBI 2012-25 (Geystember S, 2016), as it may be amended from time to time (the "RAD Section").

The remaining portion of the Contract Rent is the Tennan's portion of the rent. You as Tennant are responsible for paying to the Owner this "Tennan's portion of the rent" which is an amount that is equal to then't (2009) percent of your adjusted gross income as determined by NYCHA, exclusive of any allowance for tennan-paid utilities, if applicable as further set forth in accordance with HID PBV requirements. If you were a NYCHA public housing

teamt residing at the Development, and if, at the initial conversion of the Development to project-based Section 5, your portion of the reat as calculated, represent an increase over what you paid for reat as a public housing resident because you were paying less than thirty (50%) percent of your adjusted gross income, and such increase is by more than the greater of ten (10%) percent or resury-five (\$25.00) dollars, as determined by NYCHA, such increase will be phased-in over a 5-year period. Such phased-in increale will be calculated by NYCHA in a conclusive with the requirements set forth in the RaD Notice.

requirements set forth in the RAD Notice

The Countract Rent is the sum of the mouthly housing assistance payment plus Teaths' portion of the rent. The Tennat's portion of the rent. The Tennat's portion of the rent solute and payable the first devil each mount to all such other day such and the contract of the tennat's and the Managing and the solution designated by Owner and or Managing Agentla swring. Notice from Owner to Tennat that rent is due is not required. The rent must be paid in full without deflictions. The Tennat shall tender his herrichter priors of the rent by check or mousey order or as otherwise accepted by the Owner and/or Managing Agent.

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租赁第3页:家庭信息

#### PACT租约的第3页列出了您的每个家庭成员及其与户主的关系。

- ❖ 如果您向NYCHA提交了添加或删除家庭成员的请求。请在您的租约签署预约中携带此文件的副本。
- ❖ NYCHA的租赁住房部门将负责在PACT转换后处理这些请求,但我们可以帮助您跟进。

Approved PACT Lease

(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 tennat's portion of the reat exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to \$0 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 test they are eligible for the PBV program, the Tenant agent 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 Comarce 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 everify Teant's such documentation as would enable the Owner and/or Managing Agent to verify Teant's income under the requirements of the PSB, Profilm. Including, without instantion, conservatively are only to the Commentation of National Science and Commentation of the Commentation of National Science and Commentation of National Science and Commentation of Commentation of National Science and Commentation

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 showe or at a location designated by Owner andor Managing Ageat in writing. Notice from Owner to Tenant that rest is due is the regilited. 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 \$\_\_\_\_\_.

 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 practified whear

#### 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 Teasur and the members of the Teanur theories of the Teasur and the members of the Teanur theories of the public housing boushold at the time of conversion or anasie in the silvered epiticston for Section 8 post tourserison) who remain in continuous Sectionary, and the time of conversion or anasie in the silvered epiticston for Section 8 post tourserison) who remain in continuous Section 20 post tourserison who response the analysis of the Section 1 and NYCHA. The numbers of the Teanur's housiested as undoughed by the Owner and/or Managing Agent and NYCHA. The numbers it sites below. The Teanur shall objets the prior written consent of the Managing Agent or such Managing Agent or such Managing Agent when the section the Leased Premisers.

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 Tennet shall use the Leased Premises as a residential dwelling for the Tennet and the Tennet's mosteabile as industried in Promptals Above, or consecution as understanding the Promptals Above, and the Lease Tenneties or permit it use for any other purpose, except that the Tennet and surfacing members of the Tennet's bousehold may suggest in legal profitmaking activities incidental to the promotion of the Lease Tenneties of the Tennet's bousehold may suggest in legal profitmaking activities incidental to the promotion of the Lease Tenneties of the Tenn

### PACT 租赁第 5 页:保证金和公用事业

#### PACT租约的第5页包括有关您的保证金和公用事业的信息。

- ❖ 您在NYCHA存档的保证金将在转换后转 入C + C公寓管理。
- **❖ 居民支付水**电费的方式不会改变。

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 interest at the banking institution is prevailing rate. Interest the substance institution is prevailing rate, by the banking institution to the Tenant, less 1% interest of the security on deposit to be tendered by the banking 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 Lessel. Franat carries out all of Tenant's obligations under this Lesse, and if the Lessel Premises is neturated to Owner at these premises in the same condition as when rested by Tenant, ordinary wear and ferring the same of the same terms of the
- 7. SUBLETTING/ASSIGNMENT: Tenant shall neither switch, the based Fremines in whole or in part nor studie the Leasted Fremines in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this Lease to become the Leasted Premines. A sublet or assignment without consent shall constitute a substantial of 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

Other

 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, Team's obligations under that Lease, including the obligation to pay reat, that lemain in effect, except as otherwise permitted by law.

18. ACCESS: Owner nafore Numerica Agent, upon reasonable shows confer for the sharet, shill be permitted to enter the Lante. Dremme, during resonable hours for the purposer of performing routine impections sill maintenance, mixing improvements or regists, of or house the Lante Premises for mixing the to "prospective purpose of Owner or Managing Agent's entry, delivered to Lend Premises at least 2 days before such arry, dails of considered reasonable advance notice. If the Tenant fiels to permit such entry to the Lender premises are least 2 days before such arry, dails of the tenant field to permit such entry to the Lender premise after the process of the tenant field to permit such entry to the Lender premise after many enter the further northfitton. Owner moder Managing Agent may enter the Lensed Premises at any time without point notice to Control of Control whom there is reasonable come to believe an emergency exists. Failure by Tenant to provide access to the Owner andor Managing Agent upon reasonable shrutch motion minimum of two attempts in a reasonable standard manner is a breach of a substantial obligation of this Lense.

- 11. 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
- 12. FIRE AND CASUALTY DAMAGE: Tenant is required to advise Owner immediately in the event of fire or other casualty which renders the Lessed Premises partially or wholly unfit for occupancy. Owner shall repair the Lesse Premises as soon as possible subject to any delays due to as soon as possible subject to any delays due to under Owner's control. If part of the Lessed Premises is usable, Tenant must yary rent for the unable part. If the Lessed Premises are damaged and Owner determines that the Lessed Premises is beyond repair, the term of this Lesse shall end, and Tenant must vare the Lessed Premises. If the fire or creatally was caused by Tenant's actions, the costs added rent.

# PACT Lease Pg. 6, 7: 申诉程序和NYCHA在 UPACA5的角色

- ❖ NYCHA关于租金问题的申诉程序在PACT转换后将保持不变。
- ❖ 居民可以通过C + C公寓管理部门提出有关维修和 维护的申诉。
- ❖ C + C公寓管理必须获得NYCHA的许可才能对居 民采取法律行动。我们优先考虑与面临困难的居 民合作。
- ❖ 居民将向NYCHA租赁住房提交年度和中期收入重新认证和家庭变化。
- ❖ 新居民将来自由NYCHA租赁住房部管理的第8节 候补名单。

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 Lease, creates a missance, engages in conduct detrimental to the safety of other tenants, intendonally damages the property, or is disturbing to other tenants, the Owner may terminate the tenancy and Lease in accordance with the termination 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 Norfication. 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 units located at the Development. In addition to the regulations at 42 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 tension to the second provided the control of the Less to Tenants which shall be
- A reasonable period of time, but not 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. Grievance Process. 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 a 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 given in 24 CFR § 982.555(a)(1)(c)-(c), an opportunity for an informal hearing musts be given to for Faunt for any dispate that the Tenant may also with respect to an Owner action in accordance with the Tenant least or the contract administrator in accordance with RAD or Non-RAD PBU requirements that adversely affect the Tenant's gipth, obligations, welfare, or status.
  - For any hearing required under 24 CFR § 52.555(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 (592.555(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 countract administrator.
- iii. The Owner gives the Tenant notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(x)(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 租约第8页:居民的责任

- **❖ 居民只能在指定区域**丢弃垃圾。
- ❖ 您必须在租约签署时注册您的宠物,以便为宠物祖父。允许携带新宠物,但必须根据将要分发的宠物政策获得管理层的批准。
- **❖ 在开**发项目的公共区域,宠物必须始终拴着皮带。
- ❖ 居民不得篡改烟雾和一氧化碳探测器。
- ❖ 居民必须通知管理层油漆剥落和居住在可能需要 窗户防护装置的单元中的 10 岁以下儿童。
- **❖ 公寓内不允**许使用烘干机。

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. GARRACE AND REFUSE: Garbage and recyclable lenses must be brought to the basement or recyclable recommendation to the basement or other area designated by Owner in such a manner that Owner may direct. Caspess, mag, or other that Owner may direct. Caspess, mag, or other articles shall not be hung or shaken out of any window or baloony of the building. Tennant shall not sweep or throw or permit to be sweep or throw or permit to be sweep or throw or into may of the shalls, elevators, elevator shafts or amy other public sress. Tennant shall not place any articles of refuse contrider the Lensed Premises or outside the building except in side containers and only at places designanted by Owner. Tennant shall be liable to Owner for any violations issued to Owner as a result of Tennan's failure to properly recycle or other violation of line.

#### 20. PETS

a. Owner shall have a pet policy than (f) at a minimum undersor for all relations the same per make into of pers as a currently allowed by NCCHA, for its residents, namely registration a cape deper cat under (25) reversy-free pounds with resheer full-breed or mixed breed (Dobertus Strünker, 9). Bull and Rottweller specifically problimed and reasonable quantities of other per such as small caged bards (paralkees, canaries), fits, and small caged saminals (painters, perils, junne pipe), and (ii) does not charge pet fees in excess of any per fees charged by NYCEHA for its residents. All pets must be maintained in accordance with the NYC Health Code, and its House Rules Owner does not write the fight to deny or object to any other pet belonging to Viscantic or any other Teans.

b. If I cause has a dog or cat legally registered with NYCHA or reasonable quantities of other pets such as small caged brief (such as parakers; canazies), fish and small caged animats (such as hamsters, gettils; guines pigs) 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 premise.

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 to guard on any window without warden game to guard on any window without warden game to guard on any window game to guard on any window game as a result of glamant's failure to permit Owner to install window guards or for installing any gate or guard on any window in violations 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 under six years of age occupies the Leased Premises.

24. FACILITIES: Storeroom, roof access, laundy facilities in the building or television master antenna 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: Tenast may not paste or sail any capes, the or linoieum to the floors. Tenast shall not apply wallpaper or other wall covering to the walls or ceilings. When Tenast vacates the Leased Premises, it shall be left painted in the same color as when rested. Tenast shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refigerante, sink, garbage disposal, kitchen cobinets, stove, other machanical equipment or an external antenna in an apartment or make any other changes, alterations or improvements without the written consumer of Owner.

# PACT 租赁第 10 页:租赁期限和收入重新 认证

PACT 租赁第 10 页:租赁期限和收入重新认证

- ◆ 在您的租赁预约中,您将签署一份为期 1 年的租约。
- ❖ 根据PACT计划,当您通过NYCHA租赁住房重新认证时,您可以每年自动续租。
- ❖ NYCHA租赁住房将以书面形式通知您,何时需要重新证明您的收入和家庭组成为第8节租户。
- ❖ 如果您的收入在一年内发生变化,您可以申请临时 重新认证。
- ❖ 我们指定的站点办公室的专职工作人员可以协助居民进行重新认证。

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38. SUBORDINATION: The rights of Tenant, including all right granted under the terms of this Lease, are and shall be subject to and subordinate to the terms of any morage 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.

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. CONDEMNATION/EMINENT DOMAIN: If the building, or any part of the building, is taken or condemned by a public authority or government ageacy, this Lease 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 Leased Premises to Owner upon 30 days' written notice from Owner to Tenant of such openment taking.

41. CONSTRUCTION/CONVENIENCE.
Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Tenant nor stall Tenant needs had flower liable for interference with views, light, air flow, or ventilation, the covenant of quietenjoyment, or breach of the warminy of habituhity, whether such interference temporary or permanent, if such interference temporary activities conducted on adjoining properties.

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 rights. No waiver by Owner of any profession of the Lease can be made unless made in writing by Owner. Acceptance of rent by Owner with knowledge 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 "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 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 cartified mail Notices to the Owner shall be sent to Owner by certified mail to the address on other states, or to such other address as Owner than Advise Tenant in writing. Notices hall be considered delivered five (c) constitute 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 threatened domestic violence, dating violence, sexual assualt, or stalking will not be construed as 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 houseddor 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 shalking.

c. Monvithstanding any restrictions on admission, occupancy or terminations of occupancy or an admission 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 lesse, in order to evict, remove, terminate occupancy rights, 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 the taken without evicting, removing terminating or the second of the contraction of the second of the contraction of the second of the contraction of the second of the second

### PACT 租约第12页:吸烟政策

- ❖ 2018年,NYCHA启动了无烟倡议,通过减少二手烟的暴露并为吸烟和想要戒烟的居民提供支持,为居民创造更健康的家园和员工的工作环境。
- ❖ 我们致力于这一倡议。哈莱姆公约将有100% 无烟政策。
- ❖ 这意味着所有单位、公共区域和场地都禁止吸烟(香烟、电子烟、烟斗、大麻等)。

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

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permanent, if such interference results from
activities conducted on agiotimic properties.

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c. Nowithstanding any restrictions on admission, occupancy or terminations of occupancy or assistance, or any Federal, State or local law to the contravy, the Owner undor Managing Agent may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is signatory to the lease, in order to evict, remove, terminate occupancy rights, 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 school may be taken without evicting, removing, terminating

### 条款规定 UPACA 5

- ❖ 在租约签署预约期间,您将收到 PACT 租约的房屋规则。
- ❖ UPACA 5的房屋规则旨在提高所有居民的生活质量。它们需要得到 NYCHA和UPACA 5居民协会的批准。
- ❖ 房屋规则有助于营造一个环境,让所有居民都能尊重和平地享受他们的家。
- ❖《房屋规则》包括通过《暴力侵害妇女法》(VAWA)保护家庭暴力、约会暴力、性侵犯和跟踪的受害者。这些保护适用于所有人,无论性别、性别认同或性取向如何。

### 租约签署回顾

- ❖ 目前的UPACA 5居民通过PACT计划自动有资格获得第8节。
- **❖ 您的租金仍将是**调整后家庭总收入的30%。
- ❖ 如果您目前支付固定租金,您的租金将在五年內增加到调整后家庭总收入的30%。
- ❖ 当前居民可携带宠物入住。您必须在转换前向NYCHA注册您的宠物。
- ❖ 居民将签署 1 年租约,并在年度重新认证后自动续签。
- **❖ 居民支付水**电费的方式不会改变。
- ❖ UPACA 5的空缺将从NYCHA第8节租赁住房部门管 理的开发项目基于站点的等候名单中填补。
- ◆ 申诉程序将继续存在。

# 法律援助

- ❖ 此外, 还将为居民提供专门的法律援助热线, **作**为另一层支持
- **❖ 法律援助亦会在日后**为现场活动提供支援
- **❖ 法律援助**团队可以帮助回答您对租赁协议的任何问题或疑虑 **免**费!
- ❖ 法律援助热线: (212)298-3450



后续步骤和即将推出事件



# 后续步骤和即将举行的活动

模型单元参观(2023年11月) 租约签署(2023年秋季) 下次会议(2023年冬季)



### 我如何联系我的PACT团队?

**❖ 如有任何**问题, 请与



电话: 646.527.7200



电子邮件: contact@harlempact.com



网站: https://harlempact.com

\*网站更新即将推出

# 谢谢! 有问题吗?







MCCORMACK BARON SALAZAR





Curtis + Ginsberg Architects