



**HARLEM
PACT**

UPACA 5

**Resident Meeting #4:
Lease Signing**

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

AGENDA

- ❖ *PACT Overview – NYCHA*
- ❖ *Spring/Summer Meeting Recap*
- ❖ *Lease Signings*
- ❖ *Next Steps*
- ❖ *Q&A*



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



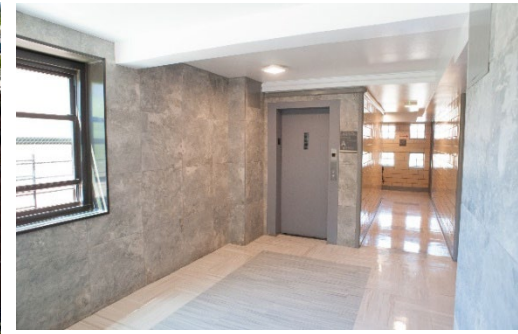
Renovated apartment at Twin Parks West



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.

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.

** 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.*



Betances



Ocean Bay (Bayside)

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.

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



Spring/Summer Meeting Recap



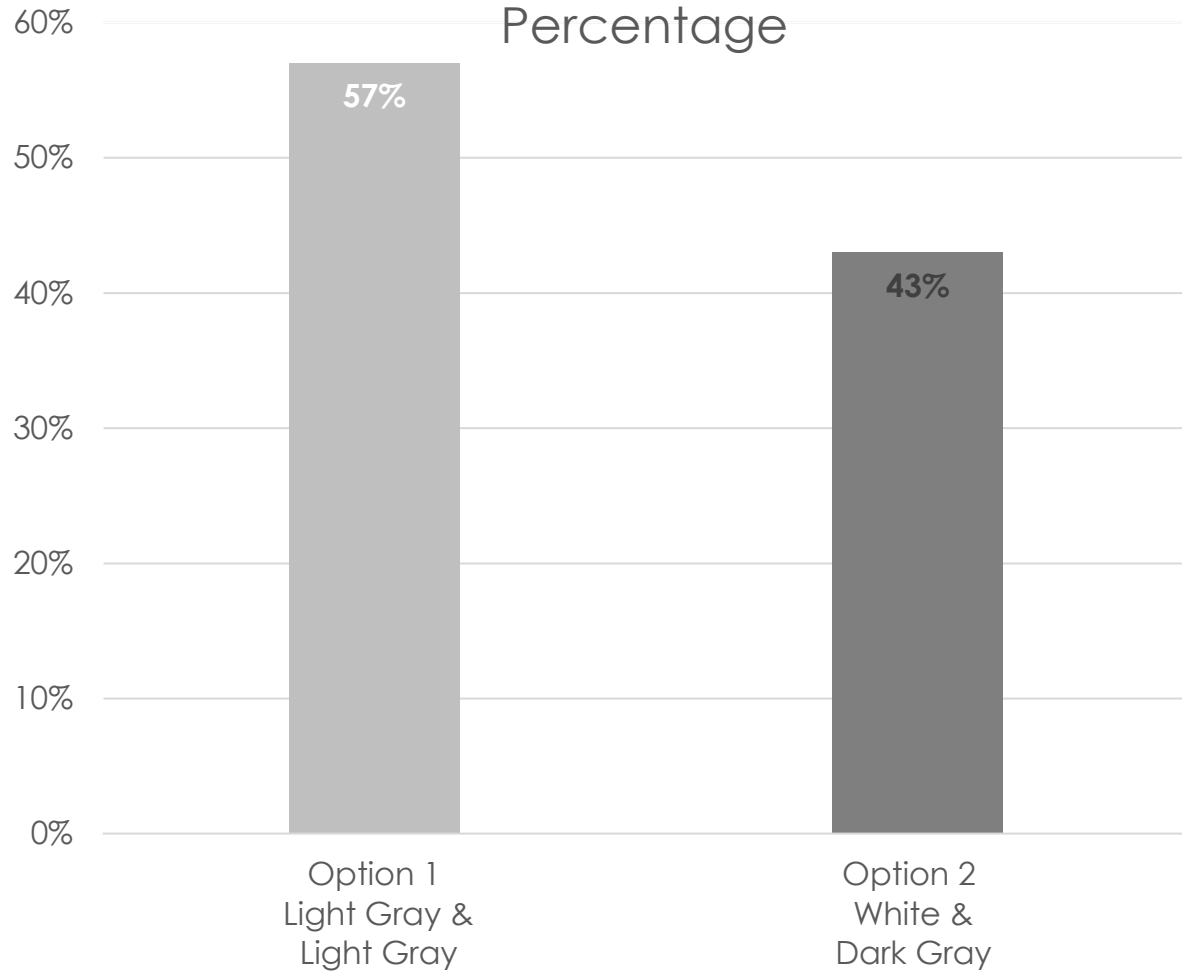
Spring/Summer Recap

Harlem PACT team coordinated tabling sessions for residents to vote for preferred kitchen cabinet colors. Here are the results for UPACA 5.

☑ OPTION 1



☑ OPTION 2



Spring/Summer Recap

Thank you for your participation in the project surveys

Your input is informing the landscape plan currently in progress

COMMON FEEDBACK

- Residents feel unsafe walking around the property
- Fences are not high enough; non-residents tend to jump over
- More lighting needed, especially at the entrance
- Trees and plantings are overgrown
- Not a lot of residents own dogs
- No major site accessibility/drainage issues

DESIRED IMPROVEMENTS/NEW PROGRAMS

- 92% of survey respondents said “additional program is needed (gathering space, adult fitness, community garden, events stage, etc)
- Improve site security and visibility
- Provide higher fences and limit access to residents only
- Better waste management
- Provide a safe space for family gatherings
- 86% of survey respondents said “more outdoor lighting is needed”, they desire sufficient lighting in all areas, consider dimmable lights
- All plantings need trimming and maintenance



Lease Signings



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 pre-filled 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 lease): _____

Section 8 Case Number: _____

Effective Date of Lease: _____ 20__ or the date of the PBV HAP Contract (as defined below) for the Development, whichever is later.

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DO NOT SIGN

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 UPACA 5 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.

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1. **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 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 Contract but Tenant is Section 8 Tenant-Based participant. See *PACT Residential Lease Rider (Tenant-Based Section 8 Participant)*.

a. **ONLY IF 2(A) IS CHECKED: Unit on Project-Based HAP Contract.** Each month the Owner and/or Managing Agent will credit housing assistance payment received from NYCHA, if any, (the "monthly housing assistance payment") against the monthly Contract Rent. The amount of the monthly housing assistance payment will be determined by NYCHA in accordance with HUD requirements for a tenancy under the Section 8 Project-Based Voucher ("PBV") program and NYCHA's implementation of the Rental Assistance Demonstration ("RAD") program as implemented by Notice 2019-02 PFI 2019-23 (September 5, 2019), as it may be amended from time to time (the "RAD Notice").

The remaining portion of the Contract Rent is the Tenant'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 thirty (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 HUD PBV requirements. If you were a NYCHA public housing

tenant residing at the Development, and if, at the initial conversion of the Development to project-based Section 8, your portion of the rent 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 ten (10%) percent or twenty-five (\$25.00) dollars, as determined by NYCHA, such increase will be phased-in over a 5-year period. Such phased-in increase will be calculated by NYCHA in accordance with the requirements set forth in the RAD Notice.

The Contract Rent is the sum of the monthly housing assistance payment plus Tenant's portion of the rent. The Tenant's portion of the rent shall be payable the first day of each month or at such other day each month as the Owner and/or Managing Agent may decide at the address above or at a location designated by Owner and/or Managing Agent in writing. Notice from Owner to Tenant that rent is due is not required. The rent must be paid in full without deductions. The Tenant shall tender his/her/his portion of the rent by check or money 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 \$ _____.

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

(i) **At Initial Conversion:** If at initial conversion, your Tenant'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), and you received the "Rent Election Form" attached to this Lease as a Rider and elected to pay the Contract Rent Amount as shown in the Rent Election Form and listed below which Contract Rent Amount is lower than thirty (30%) percent of your adjusted gross income, then your unit will not be on the Project-Based HAP Contract, or

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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.

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(as of 2/16/2021)

(i) After Initial Conversion. If you became a Tenant after the initial conversion and the Leased Premises was terminated from the Project-Based HAP because your tenant's portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to \$0 for at least 150 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 agrees 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 Tenant agrees to provide to Owner and/or Managing Agent annually, no later than sixty (60) days from Owner's and/or Managing Agent's written request, a certification of annual income and household size along with verification documentation. In order to verify Tenant's certification of annual income and household size, the Owner and/or Managing Agent may require Tenant to provide, and Tenant agrees to deliver, such documentation as would enable the Owner and/or Managing Agent to verify Tenant's income under the requirements of the PBV Program, including, without limitation, consecutively, completed federal and state income tax returns, and W-2 and 1099 forms (or their equivalents). If the Tenant fails to provide income documentation within the required time frame, Tenant agrees to pay the Contract Rent for Apartment as listed below.

The Contract Rent Amount is due and payable the first day of each month or at such other day each month as the Owner and/or Managing Agent may decide in the address above or at a location designated by Owner and/or Managing Agent in writing. Notice from Owner to Tenant that rent is due is not required. The rent must be paid in full without deductions. The Tenant shall tender his/herself portion of the rent by check or money order or as otherwise accepted by the Owner and/or Managing Agent.

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 specified above.

3. USE AND OCCUPANCY OF LEASED PREMISES:

a. The Leased Premises shall be the Tenant's only residence and except as otherwise permitted herein shall be used solely as a residence for the Tenant and the members of the Tenant's household (i.e. those members that were authorized members of the public housing household at the time of conversion or named in the signed application for Section 8 post conversion) who remain in continuous occupancy since the inception of the tenancy, since birth, adoption, or since authorization by the Owner and/or Managing Agent and NYCHA. The members of the Tenant's household as authorized by the Owner and/or Managing Agent and NYCHA are listed below. The Tenant shall obtain the prior written consent of the Managing Agent, or such Managing Agent's designee and NYCHA, before allowing any person to reside in the Leased 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:
_____	_____
_____	_____
_____	_____
_____	_____

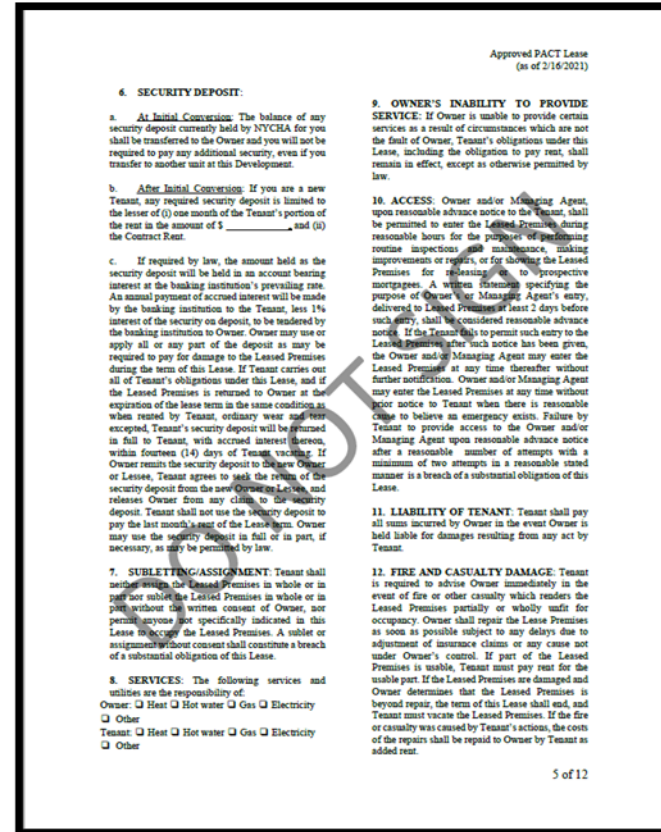
b. The Tenant shall use the Leased Premises as a residential dwelling for the Tenant and the Tenant's household as identified in Paragraph 3a above, or subsequently authorized by the Owner and/or Managing Agent and NYCHA, and shall not use the Leased Premises or permit its use for any other purpose, except that the Tenant and authorized members of the Tenant's household may engage in legal profitmaking activities incidental to the primary use of the Leased Premises as a residence for Tenant and authorized members of the Tenant's household.

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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 interest at the banking institution's prevailing rate. An annual payment of accrued interest will be made 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 Lessee Premises during the term of this Lease. If Tenant carries out all of Tenant's obligations under this Lease, and if the Lessee Premises is returned to Owner at the expiration of the lease term in the same condition as when rented by Tenant, ordinary wear and tear excepted, Tenant's security deposit will be returned in full to Tenant, with accrued interest thereon, within fourteen (14) days of Tenant vacating. If Owner renits the security deposit to the Owner or Lessee, Tenant agrees to seek the return of the security deposit from the new Owner/Lessee, and releases Owner from any claim to the security deposit. Tenant shall not use the security deposit to pay the last month's rent of the Lease term. Owner may use the security deposit in full or in part, if necessary, as may be permitted by law.

7. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet the Lessee Premises in whole or in part nor sublet the Lessee Premises in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this Lease to occupy the Lessee Premises. A sublet or assignment without consent shall constitute a breach of a substantial obligation of this Lease.

8. **SERVICES:** The following services and utilities are the responsibility of:
Owner: Heat Hot water Gas Electricity
 Other
Tenant: Heat Hot water Gas Electricity
 Other

9. **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 rent, shall remain in effect, except as otherwise permitted by law.

10. **ACCESS:** Owner and/or Managing Agent, upon reasonable advance notice to the Tenant, shall be permitted to enter the Lessee Premises during reasonable hours for the purpose of performing routine inspections and maintenance, making improvements or repairs, or for showing the Lessee Premises for leasing or to prospective mortgagees. A written statement specifying the purpose of Owner's or Managing Agent's entry, delivered to Lessee Premises at least 2 days before such entry, shall be considered reasonable advance notice. If the Tenant fails to permit such entry to the Lessee Premises after such notice has been given, the Owner and/or Managing Agent may enter the Lessee Premises at any time thereafter without further notification. Owner and/or Managing Agent may enter the Lessee Premises at any time without prior notice to Tenant when there is reasonable cause to believe an emergency exists. Failure by Tenant to provide access to the Owner and/or Managing Agent upon reasonable advance notice after a reasonable number of attempts with a minimum of two attempts in a reasonable stated manner is a breach of a substantial obligation of this Lease.

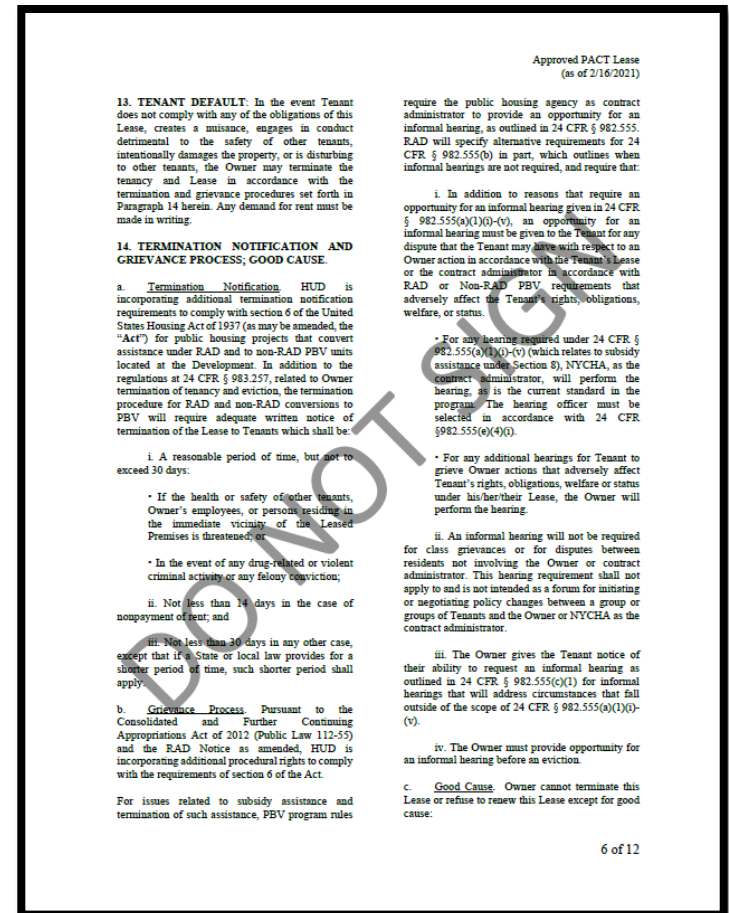
11. **LIABILITY OF TENANT:** Tenant shall pay all sums incurred by Owner in the event Owner is held liable for damages resulting from any act by Tenant.

12. **FIRE AND CASUALTY DAMAGE:** Tenant is required to advise Owner immediately in the event of fire or other casualty which renders the Lessee Premises partially or wholly unfit for occupancy. Owner shall repair the Lessee 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 Lessee Premises is usable, Tenant must pay rent for the usable part. If the Lessee Premises are damaged and Owner determines that the Lessee Premises is beyond repair, the term of this Lease shall end, and Tenant must vacate the Lessee Premises. If the fire or casualty was caused by Tenant's actions, the cost of the repairs shall be repaid to Owner by Tenant as added rent.

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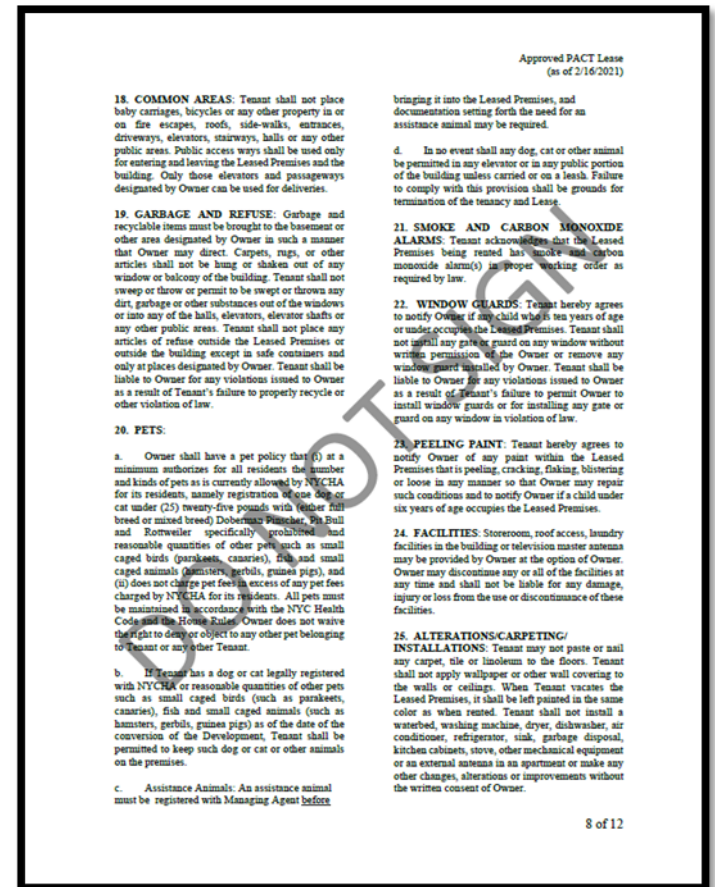
PACT Lease Pg. 6, 7: Grievance Process & NYCHA's Role at UPACA 5

- ❖ 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.



PACT Lease Pg. 8: Residents' Responsibilities

- ❖ Residents may discard garbage only in designated areas.
- ❖ You must register your pet(s) at lease signing in order 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.



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.



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.



House Rules at UPACA 5

- ❖ You will receive House Rules with your PACT lease during your lease signing appointment.
- ❖ The House Rules for UPACA 5 were created to enhance the quality of life for all residents. They are subject to approval by NYCHA and the UPACA 5 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 UPACA 5 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 UPACA 5 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