



**HARLEM  
PACT**

# UPACA 6

**Resident Meeting #4:  
Lease Signing**

**10/18/2023**



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



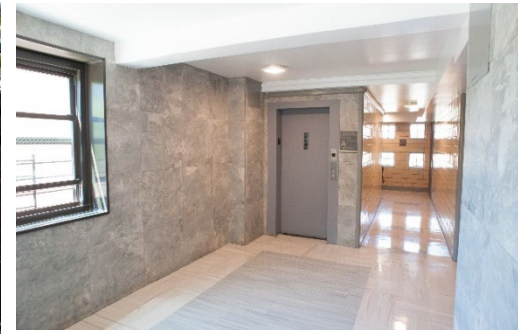
*Renovated apartment at Twin Parks West*



*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



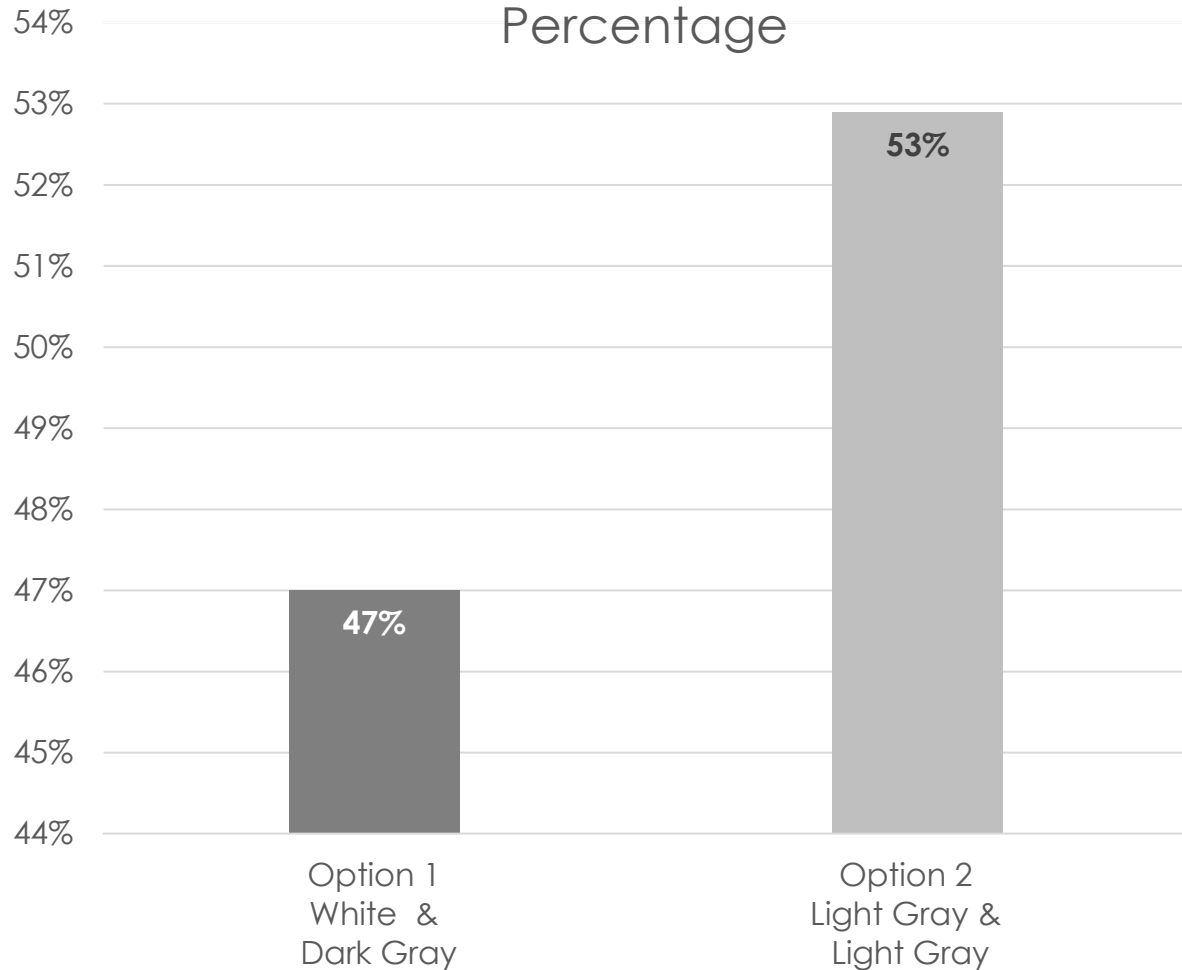
# Spring/Summer Recap

Harlem PACT team coordinated tabling sessions for residents to vote for preferred kitchen cabinet colors. Here are the results for UPACA 6.

## ☑ 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 don't go out often at night
- Fence can be higher and provide more privacy
- Trees and shrubs are overgrown
- Less paving and more planting
- Rat problem

## DESIRED IMPROVEMENTS/NEW PROGRAMS

- Improve site security and visibility
- Provide higher fences and limit access to residents only
- More lighting needed
- 73% of survey respondents said “planting needs replacement/updating” and that trees and plantings are overgrown; need maintenance
- More dynamic planting; more colors and seasonal interest
- Better waste management
- Update all furnishings
- 75% of survey respondents showed interest in adult fitness equipment
- 68% of survey respondents said “paving areas need replacement/repair”
- 68% of survey respondents said “additional program is needed (basketball courts, community garden, fitness equipment)”



# 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**

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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 6 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)

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

# 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)

(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 on 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 delinquency. 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:
_____	_____
_____	_____
_____	_____
_____	_____

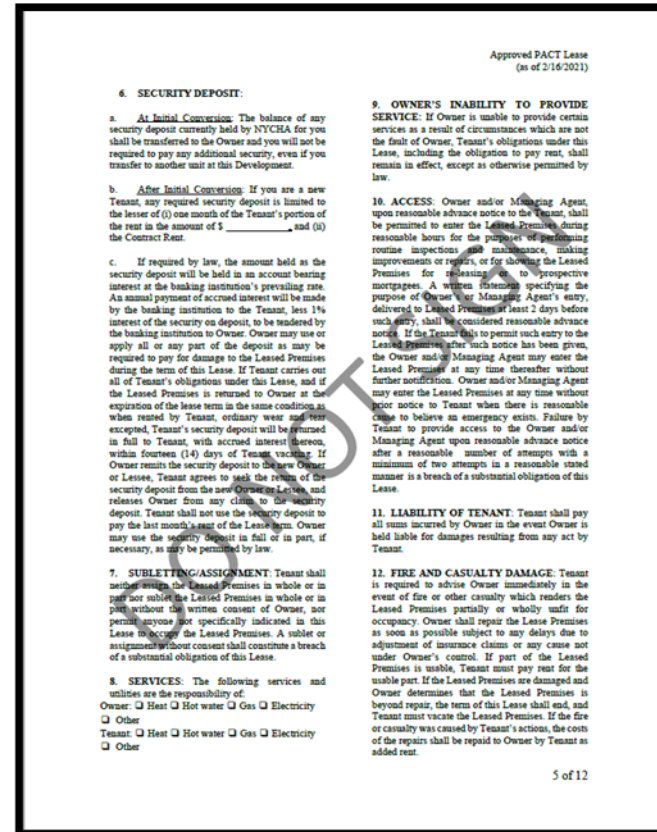
b. The Tenant shall use the Leased Premises as a residential dwelling for the Tenant and the Tenant's household as identified in Paragraph 3a above, or subsequently authorized by the Owner and/or Managing Agent and NYCHA, and shall not use the Leased Premises or permit its use for any other purpose, 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.

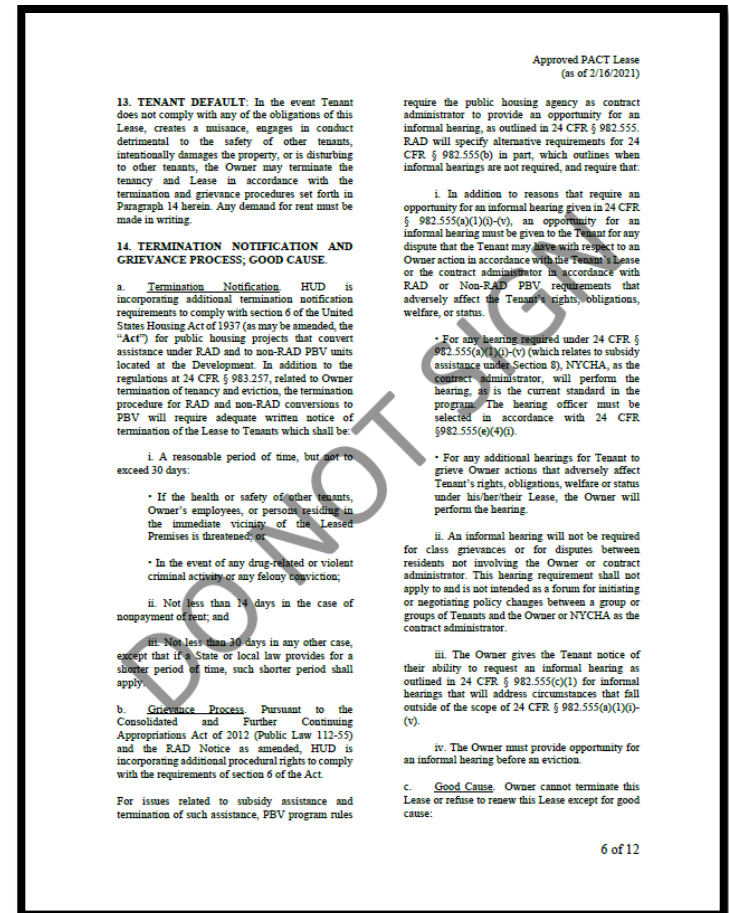
- ❖ The security deposit you have on-file with NYCHA will be transferred to C+C Apartment Management upon conversion.
- ❖ There will be no change to how residents pay for utilities.





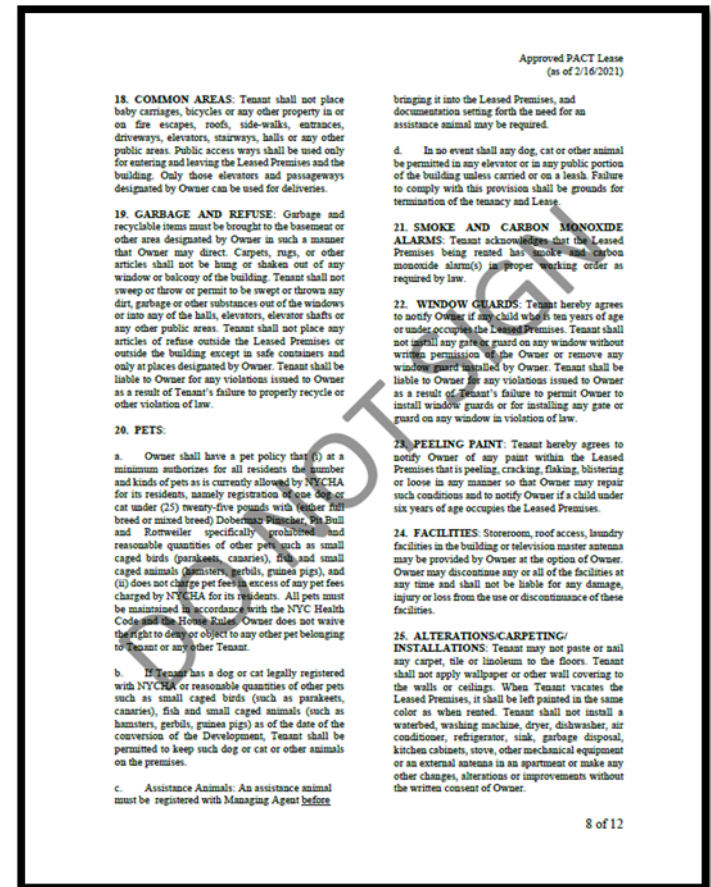
# PACT Lease Pg. 6, 7: Grievance Process & NYCHA's Role at UPACA 6

- ❖ 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 6

- ❖ You will receive House Rules with your PACT lease during your lease signing appointment.
- ❖ The House Rules for UPACA 6 were created to enhance the quality of life for all residents. They are subject to approval by NYCHA and the UPACA 6 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 6 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 6 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](mailto:contact@harlempact.com)**



**Website: <https://harlempact.com>**

*\*Website updates coming soon*

THANK YOU!  
ANY QUESTIONS?



MCCORMACK  
BARON  
SALAZAR



Curtis +  
Ginsberg  
Architects