



HARLEM
PACT

UPACA 6

Собрание жильцов #4:
Подписание
договора аренды

10/18/2023



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

ПОВЕСТКА ДНЯ

- ❖ Обзор PACT - NYCHA
- ❖ Обзор весенне-летней конференции
- ❖ Подписание договора аренды
- ❖ Дальнейшие действия
- ❖ беседа



Обзор проекта



Что такое РАСТ?

- NYCHA нуждается в \$78 миллиардах, чтобы полностью обновить и модернизировать свой жилфонд. Но федеральное правительство предоставило только часть необходимого финансирования.
- Благодаря РАСТ ваш жилкомплекс будет включен в федеральную Программу по оказанию помощи в аренде жилья (Rental Assistance Demonstration, RAD) и перейдет на более стабильную программу, финансируемую из федерального бюджета, под названием 8 Программа на основе жилищных комплексов (Project-Based Section 8).
- Это позволит NYCHA разблокировать финансирование для завершения комплексного ремонта в вашем жилкомплексе, а также гарантирует, что жилье останется постоянно доступным, а у жильцов будут те же основные права, что и в программе государственного жилья.

Инвестиции и модернизация в рамках РАСТ



Квартира с ремонтом в Twin Parks West



Улучшения сайта в Baychester



Отремонтирована крыша и система солнечных батарей в Ocean Bay (Bayside)



Отремонтированный вход в здание в Ocean Bay (Bayside)

Как работает РАСТ

Соглашение опирается на партнерские отношения с частными и некоммерческими партнерами по развитию, выбранные на основе вклада жителей.

КОМПЛЕКСНЫЙ РЕМОНТ

Партнеры по жилкомплексу приносят с собой опыт проектирования и строительства. Они решают все физические потребности

ПРОФЕССИОНАЛЬНОЕ УПРАВЛЕНИЕ

Партнеры по управлению жилкомплексами несут ответственность за повседневное обслуживание зданий и территорий.

РАСШИРЕННОЕ ОБСЛУЖИВАНИЕ

Партнерство с поставщиками социальных услуг помогает улучшить услуги и программы на местах благодаря участию жильцов.



Betances



Ocean Bay (Bayside)

Ваш жилкомплекс останется под общественным контролем. После преобразования NYCHA продолжит владеть землей и зданиями, будет управлять субсидиями и очередью на получение 8 Программы, а также отслеживать условия в жилкомплексе. При необходимости NYCHA может вмешаться для решения любых проблем, возникающих между жильцами и новой командой управления жилкомплексом.

* РАСТ использует Программу оказания помощи в аренде жилья (*Rental Assistance Demonstration, RAD*), которая была разработана для обеспечения того, чтобы при переходе жилкомплексов на 8 Программу квартиры оставались постоянно доступными, а жильцы имели те же основные права, что и в программе государственного жилья.

Защита резидентов ПАКТ

- Размер вашей **арендной платы** не будет превышать **30 % от дохода домохозяйства.**
- У вас будет право на **самоорганизацию.**
- Ваша ассоциация жильцов по-прежнему будет получать финансирование.
- У вас будет право на **продление договора аренды.**
- Ваше заявление **не будет пересматриваться** после завершения процесса перехода.
- **Права наследования** сохраняются.
- У вас будет право на **рассмотрение жалоб.**
- Для вас по-прежнему будет действовать **правило игнорирования заработанного дохода (Earned Income Disregard).**
- У вас будет возможность **подать заявку на вакансии**, созданные в рамках программы РАСТ.

* Могут применяться исключения для домохозяйств, которые платят фиксированную арендную плату, являются участниками программы согласно Разделу 8 для арендаторов или являются смешанными семьями согласно определению HUD..



Обзор весенне-летней
конференции



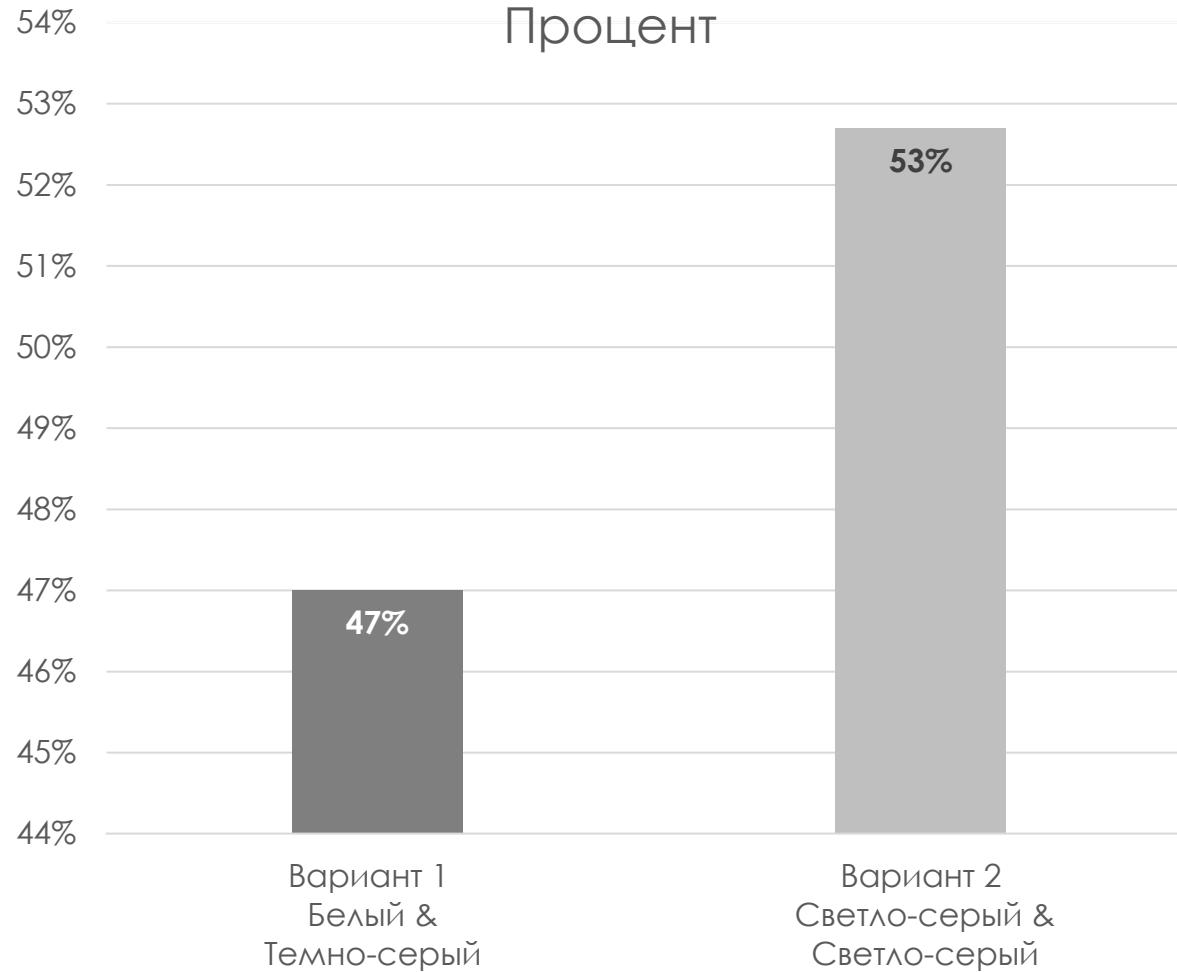
Весенне-летний обзор

Команда Harlem PACT координировала заседания по составлению таблиц для жителей, чтобы проголосовать за предпочтительные цвета кухонного шкафа. Вот результаты для UPACA 6.

OPTION 1



Процент



OPTION 2



Весенне-летний обзор

Благодарим Вас за участие в опросах проекта

Ваш вклад информирует о ландшафтном плане, который в настоящее время находится в стадии разработки

ОБЩИЕ ОТЗЫВЫ

- Жители не часто выходят на улицу по ночам
- Забор может быть выше и обеспечивать большую конфиденциальность
- Деревья и кустарники заросли
- Меньше мощения и больше посадок
- Проблема с крысами

ЖЕЛАЕМЫЕ УЛУЧШЕНИЯ/НОВЫЕ ПРОГРАММЫ

- Повышение безопасности и видимости сайта
- Обеспечьте более высокие заборы и ограничьте доступ только для жителей
- Требуется больше освещения
- 73% опрошенных заявили, что «насаждения нуждаются в замене/обновлении» и что деревья и застают насаждения; нуждается в техническом обслуживании
- Более динамичная посадка; Больше цветов и сезонный интерес
- Более эффективное управление отходами
- Обновите всю мебель
- 75% опрошенных проявили интерес к тренажерам для взрослых
- 68% опрошенных заявили, что «тротуарная плитка нуждается в замене/ремонте»
- 68% респондентов заявили, что «необходима дополнительная программа (баскетбольные площадки, общественный сад, тренажеры)»



Подписание договора
аренды



Введение в подписание договора аренды

- ❖ Жильцы получат копию образца договора аренды РАСТ перед подписанием договора аренды.
- ❖ У жильцов будет возможность связаться с комиссией по подписанию договора аренды или с Обществом юридической помощи с любыми вопросами или сомнениями по поводу аренды
- ❖ Подписание договора аренды будет проходить в вашем соответствующем здании, и у каждой семьи будет специальная встреча
- ❖ Уведомление о назначении вместе со списком необходимых документов будет отправлено по почте до того, как вы подпишете договор аренды (для регистрации арендаторам и соарендаторам требуется удостоверение личности государственного образца с фотографией).
- ❖ Если вам требуются специальные условия для подписания договора аренды, например, посещение на дому, пожалуйста, свяжитесь с командой по подписанию договора аренды после получения вашего назначения.
- ❖ Если жильцы не могут встретиться лично, команда по подписанию договора аренды может организовать электронную подпись.

Введение в подписание договора аренды

- ❖ Каждая семья должна подписать новый договор аренды. Это ключевая часть конверсии Гарлемского пакта
- ❖ Жители Harlem PACT перейдут с Раздела 9 (Государственное жилье) на Раздел 8 Ваучеры на основе проектов. жительОплата будет скорректированаПосле того, как вся семья подвела итог30% от выручкиСдается в аренду.
- ❖ Что такое лизинг?
 - Аренда - это обязательный договор между арендодателем и резидентом на определенный период времени.
 - В договоре аренды прописаны обязанности арендодателя и жильцов.
 - В договоре аренды прописаны права жильцов.

Страница 1 договора аренды РАСТ: Дата вступления в силу договора аренды и информация о семье

- ❖ Страница 1 договора аренды РАСТ будет предварительно заполнена информацией NYCHA для вашего дома, включая номер вашего дела по разделу 8.
- ❖ Во время подписания договора аренды убедитесь, что вся информация на этой странице верна.
- ❖ Датой вступления в силу вашего договора аренды РАСТ будет дата преобразования РАСТ, которое, как ожидается, произойдет в 2024 году.

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

Образец аренды

Страница 2 договора аренды РАСТ: Раздел 8 и Раздел аренды для резидентов

Страница 2 договора аренды РАСТ содержит информацию о разделе 8 и вашей ежемесячной арендной плате.

- ❖ Нынешние жители UPACSA 6 автоматически имеют право на участие в Разделе 8 в рамках программы РАСТ.
- ❖ На этой странице будет предварительно заполнена сумма аренды, которая определяется Управлением арендного жилья NYCHA. Ваша арендная плата составит 30% от скорректированного валового дохода семьи.
- ❖ Арендная плата для жителей, которые в настоящее время платят фиксированную арендную плату, увеличится до 30 процентов от скорректированного валового дохода домохозяйства в течение пятилетнего периода поэтапного введения.

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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 Participants)*.

a. ONLY IF 2(A) IS CHECKED: Unit on Project-Based HAP Contract. The Owner and/or Owner and/or Managing Agent will credit the 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 the Section 8 and the Section 8 Project-Based Voucher ("PBV") programs and NYCHA's implementation of the Rental Assistance Demonstration ("RAD") program as implemented by Notice H 2010-09 PH 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 gross ten (10%) percent or twelve-five thousand (\$12,500) dollars, then 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 subject to the monthly housing assistance payment in the Type A portion of the rent. The Tenant's portion of the rent payable and payable the first day of each month or on such other day each month as the Owner and/or Managing Agent may decide, the address above or at a location designated by Owner and/or Managing Agent in writing. Notice from Owner to Tenant that rent will change will be given. The Tenant shall pay all without deductions. The Tenant shall tender his/her/her 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.

(b) **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 50%, and you receive 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 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;

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Страница аренды РАСТ 3: Информация о доме

На странице 3 договора аренды РАСТ перечислены все члены вашей семьи и их отношения с главой семьи.

- ❖ Если вы отправили запрос в NYCHA на добавление или удаление членов семьи, пожалуйста, принесите копию этого документа на встречу с подписанием договора аренды.
- ❖ Департамент арендного жилья NYCHA будет отвечать за обработку этих запросов после преобразования РАСТ, но мы можем помочь вам в последующих действиях.

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(ii) After Initial Conversion: If you became a Tenant after the initial conversion and the Leased Premises was terminated from the Project-Based HAP contract, you shall pay the portion of rent that exceeds the Contract Rent as determined pursuant to the PBV program if the Tenant's household income is equal to \$0 for at least 180 days), then you will pay the Contract Rent amount shown below.

Owner and Tenant agree that if at any time the Owner or Managing Agent notifies Tenant that they are eligible for the PBV program, the Tenant agrees to complete all documentation necessary to apply for assistance under the PBV program. If the Tenant does not complete the PBV application 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 using the required forms of the PBV Program, including, without limitation, quarterly paystubs, completed federal and state income tax returns, and W-2 and 1099 forms (or their equivalent). 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 designate in the premises 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/her 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 any member of the household applying for Section 8 post conversion), who remain in continuous occupancy since the inception of the tenancy, since birth or adoption, or since authorization by the Owner and/or Managing Agent and NYCHA. The names of all of Tenant's household members 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 Tenant and the 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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Договор аренды РАСТ Страница 5: Гарантийный депозит и коммунальные услуги

Страница 5 договора аренды РАСТ содержит информацию о вашем залоге и коммунальных услугах.

- ❖ Ваш гарантийный депозит, зарегистрированный в NYCHA, будет переведен в C+C Apartment Management после конвертации.
- ❖ То, как жители оплачивают коммунальные платежи, не изменится

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6. SECURITY DEPOSIT:

a. **At Initial Conversion:** The balance of any security deposit held by the NYCHA unit 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 sum 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 bank institution's prevailing rate. An interest adjustment of accrued interest will be made by the banking institution to the Tenant, less 1% interest of the security on deposit, to be rendered 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 Leased Premises during the term of the Lease or Tenant's failure to fulfill all of Tenant's obligations under the Lease, and if the Leased 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 15 days of receipt of the security deposit. If Owner retains the security deposit to become Owner or Lessor, Tenant agrees to seek the return of the security deposit from the new Owner or Lessor, 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.

9. OWNER'S INABILITY TO PROVIDE SERVICE: If Owner is unable to provide certain services to the Leased Premises which affect the health 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 Leased Premises during reasonable hours for the purpose of performing routine inspections and maintenance, making improvements or repairs, or for showing the Leased Premises for re-leasing. It is to be understood that Tenant has the right to accompany the purpose of Owner and/or Managing Agent's entry, delivered to Leased Premises at least 2 days before such entry, shall be considered reasonable advance notice. If the Tenant fails to permit such entry to the Leased Premises after such notice has been given, the Owner and/or Managing Agent, without further notification, Owner and/or Managing Agent may enter the Leased 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 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 Leased Premises partially or wholly unfit for occupancy. Owner shall repair the Leased Premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the Leased Premises is unusable, Tenant must pay rent for the usable part. If the Leased Premises are damaged and Owner determines that the Leased Premises is beyond repair, the term of this Lease shall end, and Tenant must vacate the Leased Premises. If the fire or casualty was caused by Tenant's actions, the costs of the repairs shall be repaid to Owner by Tenant as added rent.

7. SUBLETING/ASSIGNMENT: Tenant shall neither assign the Leased Premises in whole or in part nor sublet the Leased Premises in whole or in part, unless the consent of Owner or persons not specifically indicated in this Lease to occupy the Leased 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

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РАСТ АрендаРг. 6, 7: Процесс рассмотрения жалоб и роль NYCHA в UPACA 6

- ❖ Процесс рассмотрения жалоб NYCHA по вопросам арендной платы останется неизменным после преобразования РАСТ.
- ❖ Жильцы могут подать жалобу на ремонт и техническое обслуживание через администрацию квартир С+С.
- ❖ Руководство кондоминиума С+С должно получить разрешение от NYCHA на возбуждение судебного иска против жильцов. Мы уделяем приоритетное внимание работе с жителями, столкнувшимися с трудностями.
- ❖ Жители будут подавать ежегодную и промежуточную переаттестацию дохода и изменения домохозяйства в NYCHA Rental Housing.
- ❖ Новые жители смогут бесплатно управлять списком ожидания по Разделу 8 для аренды жилья.

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 nuisance, endangers or commits damage to the safety of other tenants, intentionally 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 Notification:** HUD is incorporating additional termination notification requirements under section 6 of the U.S. Small Housing Act of 1974, which shall be referred to as 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 24 CFR § 983.257, related to Owner termination of tenancy and eviction, the termination procedure for RAD and non-RAD conversions to PBV will require adequate written notice of termination of the Lease to Tenants which shall be:

- i. A reasonable period of time, but not to 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 nonpayment of rent; and
 - iii. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
- b. **Grievance Process:** Pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-53) and the RAD Notice as amended, HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the Act.
- c. **Good Cause:** Owner cannot terminate this Lease or refuse to renew this Lease except for good cause:

 - For any hearing required under 24 CFR § 982.555(a)(1)-(v) (which relates to subsidy assistance under Section 8), NYCHA, 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.
 - An informal hearing will not be required for class grievances 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.
 - 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)-(v).
 - iv. The Owner must provide opportunity for an informal hearing before an eviction.

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Страница аренды РАСТ 8: Обязанности жильцов

- ❖ Жители могут выбрасывать мусор только в специально отведенных местах.
- ❖ Вы должны зарегистрировать своего питомца во время подписания договора аренды, чтобы стать домашним дедушкой. Новые домашние животные разрешены, но должны быть одобрены руководством в соответствии с политикой в отношении домашних животных, которые будут распространяться.
- ❖ В общественных зонах комплекса домашние животные должны постоянно находиться на поводке.
- ❖ Жильцы не должны вмешиваться в детекторы дыма и угарного газа.
- ❖ Жильцы должны уведомить руководство об отслаивании краски и детях в возрасте до 10 лет, проживающих в квартирах, где могут потребоваться оконные ограждения.
- ❖ Сушки на территории отеля не допускаются.

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18. COMMON AREAS: Tenant shall not place baby carriages, bicycles or any other property in or out of any elevator, stairs, lobby, hallways, driveways, elevators, stairwells, halls or any other public areas. Public access ways shall be used only for entering and leaving the Leased Premises and the building. Only those elevators and passageways designated by Owner can be used for deliveries.

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

20. PETS:

a. Owner shall have a pet policy that (i) at a minimum authorizes for all residents the number and kinds of pets as is currently allowed by NYCHA for its residents, namely registration of one dog or cat under (25) twenty-five pounds with either registered with the Dohrmann Animal Hospital, Dr. Bell and Ronewer or specifically prohibited, and reasonable quantities of other pets such as small caged birds (parakeets, canaries), fish, and small caged animals (hamsters, gerbils, guinea pigs), and (ii) does not charge pet fees in excess of any pet fees charged by NYCHA for its residents. All pets must be maintained in accordance with the NYC Health Code and the House Rules. Owner does not waive the right to deny or object to any other pet belonging to Tenant or any other Tenant.

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

c. Assistance Animals: An assistance animal must be registered with Managing Agent before 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 leash. 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 Owner if any child who is ten years of age or under occupies the Leased Premises. Tenant shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Tenant shall be liable to Owner for any violations issued to Owner as a result of Tenant's failure to permit Owner to install window guards or for installing any gate or guard on any window in violation of law.

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

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

25. ALTERATIONS/CARPETING/INSTALLATION: Tenant may not paint, stain or nail any carpet, tile or laminate on the floors. Tenant shall not apply wallpaper or other wall covering to the walls of the Leased Premises. When Tenant vacates the Leased Premises, it shall be left painted in the same color as when rented. Tenant shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, garbage disposal, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment or make any other changes, alterations or improvements without the written consent of Owner.

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РАСТ Lease Page 10: Срок аренды и повторная сертификация дохода

РАСТ Lease Page 10: Срок аренды и повторная сертификация дохода

- ❖ При назначении аренды вы подпишете договор аренды на 1 год.
- ❖ В рамках программы РАСТ вы можете автоматически продлевать договор аренды каждый год при повторной сертификации арендованного жилья через NYCHA.
- ❖ NYCHA Rental Housing уведомит вас в письменной форме, когда вам потребуется повторно подтвердить свой доход и состав семьи в качестве арендатора по Разделу 8.
- ❖ Если ваш доход изменится в течение года, вы можете подать заявление на временную переаттестацию.
- ❖ Преданные своему делу сотрудники в нашем назначенном офисе готовы помочь жителям с повторной сертификацией.

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38. SUBORDINATION. The rights of Tenant, including all rights granted under the terms of this Lease, 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.

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 court of law or by an eminent domain agency, 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 surrender the Leased Premises to Owner upon 30 days' written notice from Owner to Tenant of such government taking.

41. CONSTRUCTION/CONVENIENCE: Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Tenant if Tenant's neighbor and Owner interfere with views, light and air flow, or ventilation, the comfort of quiet enjoyment, or breach of the warranty of habitability, whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining properties.

42. NO WAIVER: The failure 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 provision of this 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 at the Leased Premises by regular mail except that any notice alleging failure to comply with this Lease shall be sent to Tenant by certified mail. Notices to the Owner shall be sent to Owner by certified mail to the address on this Lease, or to such other address as Owner shall advise Tenant in writing. Notices will be considered delivered five (5) consecutive days from the date mailed.

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"):

- An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, 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.
- Criminal activity directly relating to abuse, engaged in by a member of the Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an immediate member of the Tenant's family is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking.
- Moving in, making any alterations on admission, occupancy or termination of assistance or assistance, or any Federal, State or local law to the contrary, the Owner and/or Managing Agent may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a 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 action may be taken without evicting, removing, terminating

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Договор аренды РАСТ Страница 12: Правила курения

- ❖ В 2018 году NYCHA запустила инициативу «Без табачного дыма», направленную на создание более здоровых домов для жителей и рабочей среды для сотрудников за счет снижения воздействия пассивного курения и поддержки жителей, которые курят и хотят бросить курить.
- ❖ Мы привержены этой инициативе. Гарлемская конвенция будет иметь 100% свободную от курения политику.
- ❖ Это означает, что курение запрещено во всех помещениях, местах общего пользования и местах (сигареты, электронные сигареты, трубки, марихуана и т. д.).

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

38. SUBORDINATION. The rights of Tenant, including all rights granted under the terms of this Lease, 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.

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 governmental entity or other agency, this Lease will remain 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 surrender the Leased Premises to Owner upon 30 days' written notice from Owner to Tenant of such government taking.

41. CONSTRUCTION/CONVENIENCE: Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Tenant if Tenant's need and Owner's need for interference with views, light and flow, or ventilation, the comfort of quiet enjoyment, or breach of the warranty of habitability, whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining properties.

42. NO WAIVER. The failure 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 provision of this 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,

4. 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 at the Leased Premises by regular mail except that any notice alleging failure to comply with the terms of this Lease shall be sent by certified mail. Notices to the Owner shall be sent to Owner by certified mail to the address on this Lease, or to such other address as Owner shall advise Tenant in writing. Notices will be considered delivered five (5) consecutive days from the date mailed.

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- b. Criminal activity directly relating to abuse, engaged in by a member of the Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an immediate member of the Tenant's family is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking.
- c. Notwithstanding any restriction on admission, occupancy or termination of assistance or assistance, or any Federal, State or local law to the contrary, the Owner and/or Managing Agent may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a 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 action may be taken without evicting, removing, terminating

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Правила и условия UPACA 6

- ❖ Во время подписания договора аренды вы получите жилищные правила аренды РАСТ.
- ❖ Правила внутреннего распорядка UPACA 6 призваны улучшить качество жизни всех жильцов. Они подлежат утверждению ассоциациями жильцов NYCHA и UPACA 6.
- ❖ Правила внутреннего распорядка помогают создать среду, в которой все жители могут наслаждаться своими домами уважительно и мирно.
- ❖ Правила внутреннего распорядка включают защиту жертв насилия в семье, насилия на свиданиях, сексуальных посягательств и преследования в соответствии с Законом о насилии в отношении женщин (VAWA). Эти меры защиты распространяются на всех, независимо от пола
- ❖ Что такое гендерная идентичность или сексуальная ориентация.

Проверка заключения договора аренды

- ❖ Нынешние жители UPASA 6 автоматически имеют право на участие в Разделе 8 в рамках программы РАСТ.
- ❖ Ваша арендная плата по-прежнему будет составлять 30% от корректированного валового дохода семьи.
- ❖ Если вы в настоящее время платите фиксированную арендную плату, ваша арендная плата увеличится до 30% от скорректированного валового дохода семьи в течение пяти лет.
- ❖ Нынешние жители дружелюбны к домашним животным. Вы должны зарегистрировать своего питомца в NYCHA перед преобразованием.
- ❖ Резиденты подпишут договор аренды на 1 год, и он будет автоматически продлеваться после ежегодной повторной сертификации.
- ❖ То, как жители оплачивают коммунальные платежи, не изменится.
- ❖ Вакансия в UPASA 6 будет заполнена из списка ожидания на веб-сайте для застройки, находящейся в ведении отдела арендного жилья NYCHA по разделу 8.
- ❖ Процедура рассмотрения жалоб будет продолжена.

Юридическая помощь

- ❖ Кроме того, в качестве дополнительного уровня поддержки жителям будет предоставлена специальная линия юридической помощи
- ❖ Юридическая помощь также будет поддерживать мероприятия на местах в будущем
- ❖ Команда юридической помощи может помочь ответить на любые вопросы или проблемы, которые у вас есть по поводу вашего договора аренды - бесплатно!
- ❖ Телефон юридической помощи: **(212) 298-3450**



Дальнейшие действия и
предстоящие события



Дальнейшие действия и предстоящие события

Тур Model Unit (ноябрь 2023 г.)

Подписание договора аренды
(Осень 2023 г.)

Следующая встреча (зима 2023 г.)



Как мне связаться с моей командой РАСТ?

- ❖ Если у вас есть какие-либо вопросы, пожалуйста, свяжитесь с



Телефон: 646.527.7200



Электронная почта: contact@harlempact.com



Веб-сайт: <https://harlempact.com>

*Скоро появится обновление веб-сайта

Спасибо!
Есть ли проблема?



HARLEM
PACT

ASCENDANT
NEIGHBORHOOD DEVELOPMENT

Vaya
DEVELOPMENT

MCCORMACK
BARON
SALAZAR

C+C
Apartment Management LLC

L M

Curtis +
Ginsberg
Architects