

## LEASE – UPPER VILLAGE, BROOKLYN CT

In consideration of the mutual agreements, representations and covenants set forth herein and the provisions of the Brooklyn Housing Authority Inc. ("Landlord") Rules and Regulations copies of which are delivered and acknowledged with execution of this Lease, Brooklyn Housing Authority Inc. does hereby lease to \_\_\_\_\_, ("Tenant(s)") and Tenant(s) do hereby lease from Landlord the residential dwelling unit known as \_\_\_\_\_, **Brooklyn CT** in the development known as Upper Village located in the Town of Brooklyn, State of Connecticut (the "Unit") (the "Lease"). Tenants agree that all of the statements made in the application are true and correct to the best of the Tenants' knowledge. False statements in the application are grounds for termination of the Lease and eviction from the premises.

### COVENANTS AND AGREEMENTS OF THE PARTIES

**1. HOUSEHOLD MEMBERS.** Only the following authorized residents shall reside in the Unit with the Tenant(s):

NAME	RELATIONSHIP	DATE OF BIRTH
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The Tenant shall promptly inform the Landlord of the birth, adoption, or court-awarded custody of a child. The Tenant shall request the Landlord's approval to add any other person as a permitted occupant of the Unit.

**2. TERM.** The term of the Lease shall begin on May 1, 2026 and shall end on April 30, 2027. This Lease can be terminated sooner in accordance with Section 16 hereof. The monthly Rent shall be \$xxx ("Rent"). The Security Deposit shall be \$xxx. If Tenant defaults under this Lease, Landlord may use all or any portion of the Security Deposit to pay or perform Tenant's obligations under this Lease. Landlord shall comply with the provisions of the Law regarding the Security Deposit.

The Tenant portion of the Rent has been calculated by the Putnam Housing Authority based on the terms of the HAP Contract and HUD requirements and may be subject to change in accordance with HUD regulations and requirements.

If the Effective Date is not the first day of a calendar month, the first installment of Rent will be due on the Effective Date and will be prorated based on the number of days from and including the Effective Date to and including the last day of the month in which the Effective Date occurs.

Tenant agrees to pay the Rent stated above. Landlord's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due by Tenant shall not be deemed a waiver and Landlord may require payment of same at any time, including deduction from security deposit.

**3. REQUIRED PAYMENTS.** (a) The Rent: (b) charges for utilities and excess consumption of utilities, additional or special installation and/or maintenance services, and the use of special equipment or appliances.

The following charts describe how the cost of utilities and services related to occupancy of the Unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

Column 1 - Tenant will pay paid:

☒ electricity  
☒ lights  
☐ gas  
☐ water  
☐ heat  
☐ other ( specify )  
☐ other ( specify )

Column 2 - Included in Tenant Rent:

☐ electricity  
☐ lights  
☐ gas  
☒ water  
☒ heat  
☒ heating hot water  
☐ other ( specify )

Utilities consumed in excess of the authorized amounts may be charged to the Tenant's account as additional required payments. Tenant-furnished air conditioners, freezers, or similar appliances may cause an excess utility charge. Any appliances supplied by the Tenant for the Unit shall be the sole responsibility of the Tenant. The cost of repairs to these appliances will be the responsibility of the Tenant.

(c) Charges for maintenance and/or repair beyond normal wear and tear to the Unit, Landlord buildings, Landlord facilities or other development areas caused by the Tenant, Household Members, Authorized Residents, guest, visitor and/or any person under the Tenant's control.

(d) Late charges, returned check charges, penalties, assessments, and fines levied by the Landlord for violation of this Lease. A schedule of maintenance, service, and repair charges, and penalties assessments and/or fines will be provided as part of the Rules and Regulations and posted in the Landlord Offices.

(e) Allocation of Payments. If the Tenant makes a payment and that Tenant has an arrearage consisting of more than the current month's Rent, then the payment shall be allocated first to the oldest due and owing amounts owed by the Tenant. If more than one charge is owed by the Tenant for any given month, then the payment will first be allocated to maintenance or other charges, then late fees, then Rent. Only after all prior months have been paid in full will a Tenant's payment be allocated to the month in which it was paid. The Tenant shall not have the option of opting out of the allocation set forth above under any circumstance including, but not limited to, stating the Tenant wishes their payments to be allocated to the month in which they are paid.

**4. MANNER OF PAYMENT OF RENT AND OTHER REQUIREMENT PAYMENTS.** (a) Rent shall be due, without demand, in advance, on or before the first day of each calendar month and will be considered late if paid after the tenth of the month.

(b) If the full amount of the Rent is not paid by the 10<sup>th</sup> day of each month, a late charge not to exceed 5% of delinquent amount, \$5 per day or \$50 whichever is less, or as otherwise provided by law. will be assessed against the Tenant.

(c) Charges, penalties, late fees, assessments and fines shall be due and collectible fourteen (14) days after the Landlord gives notice of the charges. Any charges for maintenance fees (beyond normal wear and tear) are included in the Rules and Regulations and/or Schedule provided by the Landlord and are hereby incorporated by reference into this Lease.

(d) Notice of charges, penalties, late fees, assessments and fines may be mailed with the Rent statement. All payments due hereunder shall be paid by check, or money order (online payment, or direct debit also available) and mailed to the Landlord at 123 Laconia Ave., Putnam, CT 06260-6260 or by such other means and other place as the Landlord designates with 30 days' notice.

**5. CONDITION OF PROPERTY.** Tenant accepts the Unit in its "AS IS" condition, acknowledges that the Unit is in a fit and habitable condition as of the date of execution of this Lease.. By signing this Lease Agreement, Tenant acknowledges that the Unit is in safe, clean and good condition. The Tenant agrees that all appliances and equipment in the Unit are in good working order, except as described in the Unit Inspection Report. The Tenant also agrees that the Landlord has made no promises to make additional alterations, improvements or repairs, except as indicated on the Unit Inspection Report.

At the end of the Term, the Unit shall be returned to a condition equivalent to its present condition, reasonable wear and tear excepted, unless otherwise provided herein. Tenant is not authorized to undertake any remodeling or to make any structural changes to the Unit or other Improvements. Tenant acknowledges that the Unit includes appliances and that all supplied appliances shall also be returned in a condition equivalent to their present condition, reasonable wear and tear excepted, unless otherwise provided herein. Tenant agrees to comply with the duties of a Tenant under the Connecticut Residential Landlord and Tenant Law (the "Law").

☐ IF THE FOREGOING BOX IS CHECKED, LANDLORD KNOWS OR HAS BEEN INFORMED THAT THE UNIT HAS BEEN SUBJECT TO FLOODING WITHIN THE PAST FIVE YEARS.

Landlord agrees to make all repairs and do whatever is necessary to put and keep the Unit and Community in a fit and habitable condition, and maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, supplied by Landlord as a part of the Unit. Landlord agrees to comply with all other duties of a Landlord under the Law and to comply with all laws, codes, ordinances and regulations regarding the operation of the Community. Tenant(s) shall reimburse Landlord promptly for any loss, property damage, or cost of repairs or services caused in the apartment or apartment community by negligence or improper use by Tenant(s), his/her guest or other occupants.

Landlord may require advance payment of repairs for which Tenant(s) is liable. Tenant may be given the option of entering into a reasonable payment agreement for repair charges. Failure of the Tenant to pay such charges when due constitutes a violation of this Lease.

**6. TENANT INFORMATION.** Tenant acknowledges that it may be necessary for Landlord to obtain from Tenant from time to time certain information about Tenant's income and other matters (collectively, "Tenant Information") in order for Landlord to qualify for and obtain certain governmental Rental subsidies and other financial assistance. Tenant agrees to cooperate with Landlord in providing such Tenant Information and agrees that all such information provided by Tenant shall be true and correct to the best of Tenant's knowledge. If Tenant fails or refuses to cooperate, or provides Landlord with any false Tenant Information, the same shall constitute a default under this Lease. The Tenant understands and agrees that the Landlord is not responsible for the following:

- The acts of other Tenants, their family members or guests;
- The loss or damage of Tenant's personal possessions not due to any negligent or intentional acts of malfeasance or misfeasance by the Landlord; and
- Providing protective security services for the Tenant, Tenant's household members or guests, vehicles or personal property.

**7. REDETERMINATION OF RENT, UNIT SIZE, ELIGIBILITY.** (a) At least once a year or as requested by the Landlord from time to time, the Tenant shall furnish the Landlord in writing in the form required by the Landlord, complete, accurate and truthful information as to income, employment, dependents, family composition, social security numbers and such other information as may be required and requested by Landlord assigned to household members for use by the Landlord in determining whether the Rent should be changed, whether the Unit size is appropriate for the Tenant's needs, and whether the Tenant is still eligible for low-Rent housing, which information will be used for interim and regular/annual re-determination. Failure or refusal to provide requested information or to keep recertification appointments which prevent the recertification process before the end of the term shall be grounds for termination.

(b) The Tenant shall within fourteen (14) days of the occurrence report: (i) any change in the source or the amount of income of any member of the household; (ii) if public assistance for the Tenant is commenced or terminated; (iii) any change in family composition; (iv) any increase or decrease in the number of persons residing in the Unit. Regular Rent determinations shall be done at least once a year. The Tenant may ask for an explanation of the determination and may request an informal hearing pursuant to Landlord's grievance policy, included in the Rules and Regulations document, if the Tenant does not agree with the determination(s).

(c) If the Tenant fails to report complete, accurate and truthful information or misrepresents the facts and information, such failure or misrepresentation shall constitute a material breach and shall be grounds for termination. A Rent increase or decrease shall be retroactive regardless of the determination date and the Landlord will mail or deliver a thirty (30) day notice of the Rent change.

(d) The Landlord may determine that the Unit is not appropriate for the family, based on size and/or reasons of safety, rehabilitation, repair, or other good cause. If that determination is made, the Landlord may amend this Lease by sending a thirty (30) day written notice requiring the Tenant to move to another Unit. The notice will also include the basis for the Landlord's determination and provide the Tenant the right to request an informal hearing under the Landlord's grievance procedure should the Tenant disagree with the determination. The Tenant must agree to move within fourteen (14) days of the notice that the appropriate Unit is available provided thirty (30) days have passed since the initial notice was delivered. In the event the Tenant refuses or fails to move, or to pay any increased Rent, such refusal, or failure, shall constitute a serious and material breach of the Lease and shall be grounds and good cause for eviction.

**8. TENANT'S RIGHT TO USE AND OCCUPANCY.** (a) The Tenant shall have the right to exclusive use and occupancy of the Unit which shall include reasonable accommodation of the Tenant's guests or visitors who may stay up to three (3) days without Landlord prior written approval, but no more than 30 days in a 12-month period if approved by the Landlord in advance in writing. The Landlord must be informed in advance and approve in writing any guest or visitor that will be staying with the Tenant more than three consecutive days. Approval will be in accordance with the Landlord's policy, Rules and Regulations as adopted from time to time delivered to the Tenant and/or posted at the Landlord office.

(b) The Tenant shall request, in writing in advance, Landlord approval to add another person to the household, whether such addition will be a family member, a live-in aide necessary because of a disability related need for in-home care, or the care of foster children.

(c) The Unit must be used as the only private residence of the Tenant and the family members named on the Lease (or members of the household added after the Lease but with the Landlord's approval). Live-in Aids are not considered household members.

**9. MOVE-IN, MOVE-OUT AND PERIODIC INSPECTIONS.** When a Tenant moves in, the Landlord shall inspect the Unit and furnish the Tenant with a written statement of the condition of the Unit and the appliances and equipment provided in the Unit. The Landlord and Tenant shall sign the statement and the statement shall be kept in the Tenant's file. The Tenant and/or a representative shall join in such inspection. When the Tenant moves from the Unit, the Landlord shall inspect the Unit and give the Tenant a written statement of the condition of the Unit. The Tenant and/or a representative may join such inspection, unless Tenant moves without notice to the Landlord. The Landlord (or its designated inspection entity) will perform periodic inspections as required by HUD or otherwise deemed advisable, of the Unit and provide reasonable notice to the Tenant, which notice is in writing and no less than twenty-four (24) hours per Connecticut law. Both parties shall review the items inspected completely and sign an Inspection List in duplicate, one copy shall be given to the Tenant. This report shall serve a basis for assessing maintenance charges to be passed on to the Tenant.

**10. LANDLORD'S OBLIGATIONS FOR PROPERTY MANAGEMENT.** Landlord shall:

(a) Maintain the Unit and the project buildings and common areas not otherwise Leased or assigned to the Tenant for upkeep, in a decent safe and sanitary condition. Landlord shall not be liable for injuries or property damage sustained in the Unit of Tenant, unless caused by acts or negligence by the Landlord or its agents;

- (b) Comply with requirements of applicable building codes, housing codes, and regulations materially affecting health and safety;
- (c) Make necessary repairs to the Unit, buildings and common facilities;
- (d) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, elevator, ventilating, and other facilities and such appliances as may have been supplied by the Landlord, if any;
- (e) Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of the Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the Tenant and to recycle materials in accordance with state and local law in accordance with Section 9(e) hereof;
- (f) Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate time of year (according to local custom and usage, and according to local ordinances), except where the building that includes the Unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection;
- (g) Notify the Tenant in writing of the specific grounds for any proposed adverse action by the Landlord. Such adverse actions include, but are not limited to, a proposed Lease termination, transfer of the Tenant to another Unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities. Such notice will inform the Tenant of the right to request an informal hearing and will be provided in accordance with the applicable regulations in the event of a Lease termination. If the proposed adverse action is other than for a proposed Lease termination, the Landlord shall not take the adverse action until the time period for the Tenant to request an informal hearing has expired and, if an informal hearing was timely requested, the grievance process has completed;
- (h) Make reasonable accommodations in leasing and occupancy for residents with disabilities and provide notices and communications in an accessible format;
  - (i) In its sole discretion, move a Tenant to a Unit of comparable or appropriate size in instances where the condition or use of or service to the Unit requires rehab, repair, modifications, replacement or reassignment;
- (j) To consider Lease bifurcation in circumstances involving domestic violence, dating violence or stalking; and
- (k) To provide the Tenant with a written receipt (when requested) for any payment of Rent. Any requested receipt will include the date of the payment, the amount, and that such payment was for Rent.

**11. TENANT AUTHORIZED RESIDENT (HOUSEHOLD MEMBER) OBLIGATIONS.** The Tenant shall not assign the Lease or sublease the Unit and shall not provide accommodations for boarders or lodgers or any person other than an authorized resident and shall be responsible for the behavior and actions of authorized residents, guests, visitors and/or persons under the Tenant's control. The Tenant and authorized residents (Household Members) as identified in this Lease, guests, visitors or persons under the Tenant's control shall:

- (a) Use the Unit solely as a private Unit for the Tenant and authorized residents as identified in the Lease and not use it for any other purpose;
- (b) Abide by necessary and reasonable regulations promulgated by the Landlord and posted in management offices for (i) the benefit and well-being of the Tenants; and (ii) upkeep and maintenance of Landlord property and facilities;
- (c) Comply with all obligations imposed upon Tenants by applicable provisions of State and Federal regulations and State and local building and housing codes imposed upon Tenant including laws which materially affect health and safety;

- (d) Keep the Unit and/or other Landlord property as may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition; to include, the changing of batteries and periodic testing of smoke and carbon monoxide detectors to insure they are operating properly;
- (e) Dispose of all ashes, garbage, rubbish, and other waste in a sanitary and safe manner from the Unit and recycle materials designed to be recycled in accordance with state and local laws;
- (f) To use in a reasonable manner all electrical, plumbing, sanitary, heating, air-conditioning, ventilating, and other facilities and appliances, including elevators, supplied by the Landlord;
- (g) Refrain authorized resident, or guest or visitor or any other person under the Tenant's control from destroying, defacing, damaging or removing any part of the Unit or other Landlord property;
- (h) Pay the cost of repair of damages to the Unit, buildings, facilities or common areas caused by the Tenant, authorized resident, guest or other persons under the Tenant's control other than for ordinary wear and tear in accordance with the schedule of charges provided as part of the Rules and Regulations;
- (i) Allow the Landlord to enter the premises with reasonable notice, except in cases of emergency where no notice is required, to repair, renovate, rehab, modernize or improve the Unit;
- (j) Conduct themselves and cause any authorized resident, guest or any other person under the Tenant's control to conduct themselves in a manner that will not disturb the neighbor's peaceful enjoyment of their Units and accommodations and will be conducive to maintaining the Landlord property in a decent safe and sanitary condition;
- (k) To make reasonable efforts to assure that no Tenant, authorized resident, guest or other person under the Tenant's control engages in (1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or (2) any drug related criminal activity on the premises. The term "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance or drug paraphernalia. "Reasonable efforts" may include attempting to influence a person's behavior or, if the Tenant is unaware of the conduct until after it occurs, getting appropriate help for the person or prohibiting such person from returning to the Unit, or any other action deemed reasonable by the Landlord after reviewing the specific circumstances;
- (l) Move when the Landlord determines that a move to a comparable size or appropriate size Unit is required, within fourteen (14) days or such lesser time as may be required to maintain health and safety;
- (m) Perform seasonal maintenance or other maintenance tasks, lawn cutting, shovel snow and remove leaves, debris, and ice around and leading to the entrance or entrances used in scattered site dwellings;
- (n) Not use, possess nor bring explosives, guns, ammunition, fireworks, air rifles or any other weapons into Landlord buildings or on or near Landlord property, except that Tenants and/or Authorized Residents who possess guns and/or ammunition as part of their job first notify and obtain written permission from the Landlord;
- (o) Pay for utilities not provided by Landlord and fill out all papers to enact direct billing for utilities when required by Landlord. All Tenant-paid utilities must be in the name of the Head and/or Spouse of Household. The Lease may be terminated for failure to pay utility bills promptly and/or having the utility service shut off so as to cause a threat to the Unit and/or building;
- (p) Not "tap" into Landlord metered utility service, the utility service of another Unit nor engage in theft of utility;
- (q) Not engage in any activity that threatens the health, safety or right of peaceful enjoyment of the Landlord property by other residents or employees of the Landlord;

(r) To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the premises by other residents;

(s) Report within 24 hours any person residing in or visiting the Unit that is engaging in criminal activity and/or that the Tenant cannot supervise and control. Failure to make such a report constitutes waiver by the Tenant of lack of control as a defense to any remedial actions taken by the Landlord;

(t) Fulfillment of eight (8) hours monthly community service or economic self-sufficiency by each adult member of the household unless specifically exempted by this requirement. Failure to abide by this requirement will be considered a violation of the Lease and subject to further action as determined by the Landlord;

(u) Refrain from harboring, feeding or caring for any naturally wild or stray domestic animals, for the safety and welfare of all Tenants;

(v) In the event that the premises are damaged or conditions are created which are hazardous to life, health, or safety of the occupants, the Tenant shall immediately notify the Landlord of such damage or condition. In such event the Landlord will make repairs to the Unit within a reasonable time. If the damage was willfully or negligently caused by the Tenant, a member of the household, a guest or another person under the Tenant's control, the reasonable cost of the repairs will be charged to the Tenant;

(w) To pay reasonable charges for the repair of damages, other than wear and tear, to the Unit, or to the premises, including damages to buildings, facilities or common areas, negligently or willfully caused by the Tenant, a member of the household or a guest; and

(x) Inform the Landlord if your dwelling will be unoccupied for 30 days or more.

Without limiting any other provision of the Lease, it shall be a serious breach of the Lease if the Tenant, any authorized resident, guest, visitor or any other person under the Tenant's control engages in unlawful behavior or behavior and/or action in violation of the Lease or the rules and regulations promulgated by the Landlord including, without limitation, criminal activity including drug related activity. Such breach shall be grounds for termination of the Lease and eviction of the Tenant. This provision shall not limit the Landlord in taking action for any other breach.

**12. DAMAGE TO THE UNIT, COMMON AREAS AND OTHER LANDLORD PROPERTY.** The rights and obligations of the Tenant and Landlord in the event that the Unit, common areas, or Landlord property are damaged as follows:

(a) The Tenant shall immediately notify the Landlord of the damage including instances where the damage is hazardous to life, health or safety;

(b) The Landlord shall be responsible for repair of the Unit within a reasonable time and take such other repair action it deems appropriate. However, if the damage was negligently or willfully caused by the Tenant, any authorized resident, or a guest or other person under the Tenant's control, the Tenant shall pay the cost specified in the Schedule of Tenant Charges provided as part of the Rules and Regulations. If the repair is not one listed in the Schedule, then the Tenant will be responsible for the reasonable costs of the repairs;

(c) Should the premises be uninhabitable, the Landlord shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and

(d) In the event the Landlord is responsible for the damage, the Tenant shall be entitled only to an abatement of Rent in proportion to the seriousness of the damage and loss in value as a Unit in the event repairs are not made in accordance with subparagraph (b) of this paragraph or alternative accommodations are not provided in

accordance with subparagraph (c) of this paragraph, except that no abatement of Rent shall occur if the Tenant rejects the alternative accommodations.

**13. ROUTINE AND EMERGENCY INSPECTIONS.** (a) Landlord shall, upon reasonable advance notification to the Tenant, be permitted to enter the Unit during reasonable hours for the purpose of performing routine inspections and maintenance or for making improvements or repairs, or to show the Unit for re-leasing. A written statement specifying the purpose of Landlord entry delivered to the Unit at least twenty-four hours before such entry shall be considered reasonable advance notification. The Landlord may not enter the Unit without such notice except if an emergency exists, the Tenant has abandoned the Unit or surrendered the Unit.

(b) Landlord may enter the Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. Although not required in an emergency, the determination of the Executive Director, or designee, that an emergency exists shall be prima facie evidence that the emergency exists.

(c) In the event the Landlord enters on an emergency basis without advance notice, Tenant and all adult—authorized residents are absent from the Unit at the time of entry, Landlord shall leave at the Unit a written statement specifying the date, time and purpose of entry prior to leaving the Unit.

**14. LEGAL NOTICES.** Any notice of adverse action, including a notice terminating a tenancy required hereunder will be sufficient if delivered in writing to the Tenant personally, or to an individual of legal age residing in the Unit, or sent by prepaid first-class mail, properly addressed to the Tenant. When required, notice will be given to an adult member of the household residing in the Unit. Notice to Landlord shall be in writing and either mailed, pre-paid, first-class, or hand delivered to 123 Laconia Ave., Putnam, CT 06260-6260. A notice of adverse action shall state the specific grounds for the action or Lease termination and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine the Landlord's documents directly relevant to the action. When the Landlord is required to give the Tenant the opportunity for an informal hearing, the notice shall also inform the Tenant of the right to and the method for requesting an informal hearing.

**15. ABSENCE FROM UNIT AND ABANDONMENT.** Tenant may not be absent from the Unit for more than 30 days without written notice to the Landlord. Tenant may not be absent from the Unit for more than 180 days for any reason even with notice to the Landlord. A violation of either of these provisions is grounds for eviction and termination of assistance.

Tenant shall be deemed to have abandoned the Unit when the Tenant has removed substantially all of their possessions and personal effects from the Unit and either:

(a) Tenant has provided Landlord with actual notice indicating Tenant's intent not to return to the Unit; or

(b) Nonpayment of Rent for more than two months.

If all of the occupants of the Unit have abandoned the Unit, the Landlord may send notice that the Landlord believes the occupants have abandoned the Unit, the Landlord intends to Rent the Unit and intends to take possession of the Unit unless the former Tenant contacts the Landlord within ten days of the notice. If the former Tenant does not contact the Landlord, the Tenant's personal property will be removed from the Unit and disposed of in 30 days unless reclaimed by the Tenant.

Any personal property not reclaimed by the Tenant will be disposed of according to Connecticut law. Nothing in this Paragraph shall affect any other remedies provided to Landlord under this Lease.

**16. TERMINATION OF LEASE.** (a) This Lease may be terminated by the Tenant at any time upon giving no less than thirty (30) days written notice. The Tenant agrees to leave the Unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to the Landlord when the Tenant vacates.



Landlord shall not terminate other than for:

- (a) failure to pay Rent and/or required payments, costs, charges, fees or penalties, including late charges;
- (b) violation of material terms of the Lease;
- (c) failure to fulfill the Tenant obligations set forth in paragraph 9;
- (d) the Tenant's income exceeding an income limit for the applicable housing program; or
- (e) for other good cause or as allowed under Connecticut law.

"Good Cause" includes, but is not limited to: (i) The failure to accept the Landlord's offer of a Lease within the time period specified in the Lease; (ii) the failure to comply with the Landlord's Rules and Regulation; (iii) conviction of a member of the household for reasons as outlined in the Rules and Regulations; (iv) discovery after admission of facts that made the Tenant ineligible; (v) discovery of a material false statement or fraud by the Tenant in connection with an application for assistance with housing or with reexamination of income; (vi) Illegal drug use, criminal activity, or abuse of alcohol; (vii) Affecting the health and safety of Tenants, employees, or neighbors; (viii) Failure to fulfill household obligations as stated in Paragraph 9; (ix) Tenant or household member caused safety hazard in the Unit or development; and (x) Tenant has been confined to a hospital, convalescent home or other facility, for a period of 90 days or more; and, there is no remaining household member occupying the dwelling; and Tenant or Tenant's agent has not provided the Landlord with a physician's prognosis to support a request to continued occupancy.

Any violation of the foregoing constitutes a serious violation of the Lease and is grounds for termination and eviction from the premises.

(b) Landlord shall give written notice of termination of this Lease: (i) 14 days in the case of nonpayment of Rent; (ii) A reasonable time not to exceed thirty (30) days (in accordance with State law) considering the seriousness of the situation, when the health or safety of other Tenants or Landlord employees is threatened; (iii) in accordance with Connecticut law; and, (iv) notice shall be deemed received upon hand or abode delivery or three (3) days after mailing first class mail.

(c) The notice of termination (which can take the form of a Notice to Quit) to the Tenant shall state the specific reason(s) for termination and/or the conduct which forms the basis for the termination and will inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine Landlord's documents directly related to the termination or eviction when an informal hearing is required. The notice shall also inform the Tenant of the Tenant's rights to request an informal hearing in accordance with the Landlord's grievance procedure and the notice will refer to the applicable Lease provisions but shall not be required to state all of the applicable Lease provisions.

An opportunity for an informal hearing will be given before any lease termination.

**B. LIABILITY FOR COURT COSTS.** The Tenant shall pay all court costs, attorneys' fees and expenses incurred in enforcing the agreements of this Lease and/or in recovering possession of the Unit. The costs, attorneys' fees and expenses will be in accordance with the Rules and Regulations. Any new or reinstated tenancy shall be conditioned on first paying all amounts due and owing Landlord.

**C. REMEDIES CUMULATIVE.** The rights and remedies of the Landlord and the Tenant under this Lease are cumulative and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy. The fact that the Landlord did not terminate this Lease when it could originally do so, does not prevent the Landlord from terminating it because such conduct is repeated thereafter.

**D. NON-WAIVER.** Actions by the Landlord such as recertification or routine actions which are not meant to and do not expressly waive the right to evict the Tenant shall not constitute any waiver of the right of the Landlord to terminate this Lease.

**17. GRIEVANCES.** There is no right to an informal hearing where Court procedures provide due process, in cases of criminal activity that threaten health, safety or right to peaceful enjoyment of Landlord property and/or the Units of other Tenants or employees, or any drug related criminal activity on or off such Landlord property.

In cases not involving criminal activity, grievances, disputes or appeals arising under this Lease shall be processed and resolved pursuant to the grievance procedure of the Landlord which procedure is posted in the Landlord offices and incorporated herein by reference. The Landlord is not required to grant an informal hearing for any grievance concerning a termination of tenancy or eviction that involves: (a) any criminal activity that threatens the health or safety of other Tenants, the Landlord's employees, or persons residing in the immediate vicinity of the Unit; (2) any criminal activity by a member of the household connected to any violent or drug-related criminal activity on or off the premises; or (3) any criminal activity by a member of the household which has resulted in a felony conviction.

**18. SCHEDULES, AMENDMENTS, POLICIES, RULES, REGULATIONS, CHANGES AND ADDITIONS.** The Rules and Regulations of occupancy, including the Tenant's Handbook and Schedules covering fees, costs, charges for services, repairs and utilities, are hereby incorporated by reference and shall be considered a part of this Lease and the provisions therein are as binding as if the same were specifically included herein as conditions of the Lease. No changes will be made without 30 days' written notice to the Tenant.

**19. OPTION CONTACT PERSON** form (HUD-92006) is on file at Brooklyn Housing Authority Inc. and is an amendment to this Lease.

**20. PRIOR AGREEMENTS:** All prior agreements pertaining to, connected with, or arising in any manner out of relationship between the Landlord and the Tenant are hereby terminated and shall hereafter be of no force or effect whatsoever.

**21. GOVERNING LAW:** It is understood and agreed that the construction and interpretation of this Agreement shall, at all times and in all respects, be governed by the laws of the State of Connecticut and the United States, whichever applies.

**22. ENTIRE AGREEMENT:** This Lease contains the entire agreement and understanding by and between the Landlord and the Tenant and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. No change or modification of this contract shall be valid or binding unless it is in writing and signed by the party intending to be bound.

This Lease and its attachments and addenda (all of which are incorporated as if fully set forth in this document) constitute the entire agreement between Landlord and Tenant relating to the leasing of the Unit and use of the Common Facilities and Supportive Services, and there are no other agreements, understandings, restrictions, warranties, or representations with respect to the Community, Unit, Common Facilities or Supportive Services between Landlord and Tenant other than those set forth herein. If there is any conflict between the terms of this Lease and any provisions of the HUD Tenancy Addendum for Section 8 Project-Based Voucher Program (Form HUD 52530.c), the language of the HUD Tenancy Addendum for Section 8 Project-Based Voucher Program (Form HUD 52530.c) shall in all instances control.

**23. SEVERABILITY:** If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Lease and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Lease.

**24. HEADINGS:** The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Lease or any of the obligations herein.

**25. WAIVERS:** The failure of any party to insist in any one or more instances upon the strict performance of any of the obligations under this Lease or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by any

party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by such party.

**26. MODIFICATION OF AGREEMENT:** This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby. This Agreement may not be altered, modified, rescinded or extended orally.

**27. In compliance with General Statute §47a-3f, Brooklyn Housing Authority Inc is obligated to inform you that this Unit does/does not have an operative fire sprinkler system.**

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

#### **ATTACHMENTS**

The Landlord has provided the Tenant with the following attachments and information:

- A. Rules and Regulations
- B. Tenant Handbook
- C. Disclosure of Information on Lead-Based Paint and or Lead-Based Paint Hazards
- D. Disclosure of Information on Methamphetamine Drug Lab Hazards
- E. Tenant Release and Consent
- F. Section 8 Project-Based Voucher Program Statement of Family Responsibility (Form HUD-52578-b)
- G. Tenancy Addendum Section 8 Project-Based Voucher Program (Form HUD 52530.c)
- H. Debts Owed to Public Housing Agencies and Terminations (HUD OMB No. 2577-0266)
- I. HUD Notice of Occupancy Rights under the Violence Against Women Act and Certification Form HUD-5382.
- J. Bed Bug Addendum
- K. Smoking Policy
- L. Pet Policy

I HAVE READ OR HAD READ OR COMMUNICATED TO ME ALL OF THE ABOVE LEASE, RULES AND REGULATIONS AND SCHEDULES, GRIEVANCE PROCEDURE AND TENANT HANDBOOK (WHICH ARE INCORPORATED BY REFERENCE IN THIS LEASE) AND I FULLY UNDERSTAND THE SAME.

Signed, Sealed and Delivered in the  
Presence of:

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Manager (Witness)

\_\_\_\_\_  
Date

LANDLORD

\_\_\_\_\_  
Duly Authorized  
Kathy Carter, President

## **ATTACHMENT A**

### **RULES AND REGULATIONS: UPPER VILLAGE**

1. **ALTERATIONS-ADDITIONS-MODIFICATIONS-ACCOMMODATIONS** – No additions or alterations to the Unit are to be carried out by the Tenant without the written permission of the Landlord. Tenant household members and guest(s) are not permitted to do anything that will cause damage to the walls, ceilings, doors, cabinets, or fittings (no drilling holes in walls, wallpaper, contact paper on cabinets, backsplash on walls, etc.). When hanging pictures use picture type hooks only. Modifications and Reasonable Accommodations may be approved in accordance with the Landlord's Policy relating to persons with disabilities (handicap) (the 504 Policy).
2. **ANTENNA-AERIALS-SATELLITE DISHES** – No outdoor aerials will be installed, and the Tenant shall not make any connection to any master antenna system.
3. **CHILDREN** – The Tenant shall be responsible for actions of children who are authorized to reside and/or are guests on Landlord property. Tenant will be charged the costs to repair any damage caused by children who are authorized to reside and/or are guests on Landlord property. Children are not allowed to play in hallways or stairways.
4. **LANDLORD PROPERTY** – Means and includes all property owned or managed by Landlord directly or indirectly in whatever form and wherever situated.
5. **COMMON AREAS** – Passages, public halls, stairways, landings, and elevators shall not be obstructed. Children are not permitted to congregate or play in or around the common interior areas of Landlord buildings.
6. **CONDUCT** – Tenant's household members, visitors, and guests shall conduct their activities in and around the buildings in a manner so as not to interfere with the rights, comforts, and conveniences of other Landlord Tenants or neighborhood residents.
7. **CRIMINAL ACTIVITY**  
Brooklyn Housing Authority Inc. will investigate crimes committed by Tenants, crimes committed with a tenant's knowledge or involvement in crimes, or by guests of the tenant while on Brooklyn Housing Authority Inc. property.

Brooklyn Housing Authority Inc. may pursue termination of tenancy (eviction) if any household member participates in criminal activity that threatens the health or safety of staff, other Tenants, Tenants' guests, Tenants' service providers, or persons residing in the immediate vicinity of the property.

If a tenant, a tenant's guest, or a tenant's service provider commits a criminal act on or near the property, the tenant may be subject to termination of tenancy. Brooklyn Housing Authority Inc. will investigate evidence of criminal activity reported on or near the property.

Convictions of such acts, whether committed on or near the property, may also constitute the owner/agent's right to termination tenancy if such crime subjects Tenants, staff or guests to risk of health or safety.

Actions that may warrant termination of tenancy (eviction) include but are not limited to:

- Crimes or actions involving violence or potential violence
- Sex crimes
- Crimes or actions involving animal abuse
- Criminal acts covered under the Violence Against Women Reauthorization Act of 2013 (stalking, domestic violence, dating violence, or sexual assault)

- Manufacture or distribution of an illegal or controlled substance
- Crimes that interfere with a tenant's safety
- Crimes that interfere with a tenant's right to peaceful enjoyment of the premises
- Crimes that interfere with the safety of the property staff
- Fraud
- Crimes that involve damage to property such as arson, malicious damage
- Crimes that involve illegal possession or use of weapons
- Crimes that involve human trafficking
- Terrorist activities
- Crimes that involve explosives
- Use of an illegal drug – on or near the property – when such use may interfere with the health, safety, and right to peaceful enjoyment of the property by other Tenants
- Abuse or pattern of abuse of alcohol that interferes with the health, safety, and right to peaceful enjoyment by other Tenants. Standards are based on behavior, not the condition of alcoholism.
- Tenant, tenant's guest or tenant's service provider is subject to any sex offender registration requirement based on a conviction. The owner/agent will investigate the charges. The tenant may participate in the owner/agent's investigation. If it is discovered that the tenant's guest or service provider is subject to a state lifetime sex offender registry or if the sex offender is considered a threat to public safety, and a qualified evaluator believes the offender is a predator or a sexually violent predator then the guest or service provider will be banned from the property. If the tenant invites or allows such a predator to visit or stay at the property, the owner/agent will initiate termination of tenancy.

Brooklyn Housing Authority Inc. reserves the right to terminate your lease if such review of criminal history uncovers any of the following:

1. Any household in which any member was evicted in the last three years from federally assisted housing for drug related criminal activity.
2. A household in which any member is currently engaged in illegal use of drugs or for which the owner/agent has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other Tenants.
3. Criminal activities resulting in felony conviction involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges or the illegal distribution or manufacture of a controlled substance.
4. Criminal activities resulting in other felony convictions if the conviction or exit from incarceration occurred within ten (10) years.
5. A record of three (3) or more separate instances of involvement in criminal activities resulting in felony convictions.
6. Criminal activities resulting in misdemeanor convictions involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges or the illegal distribution or manufacture of a controlled substance within five (5) years of conviction or exit from incarceration, whichever is later.
7. Criminal activities resulting in other misdemeanor convictions within three (3) years of conviction or exit from incarceration, whichever is later.
8. A record of three (3) or more separate instances where the tenant was involved in criminal activities resulting in misdemeanor convictions where the last conviction or exit from incarceration is within five (5) years.
9. United States Code Title 8, subsection 1324(a)(1)(A) prohibits the harboring of illegal aliens. The provision of housing to illegal aliens is a fundamental component of harboring. Tenants may be required to provide proof of citizenship or legal immigration status.
10. Sex Offender Registration: Tenant is currently subject to registration under a state sex offender registration program. If the owner/agent determines that a registered sex offender is part of the household, the owner/agent will allow the household to remove the sex offender. Removal must

be documented using a signed, notarized copy of the owner's form. The household will have ten (10) business days to provide verification that the household has alternative housing or that the household member has applied for alternative housing. Failure to provide such documentation will result in termination of assistance and possible termination of tenancy for all household members. In this case, the owner/agent reserves the right to monitor household composition. If the owner/agent discovers that a sex offender has moved in to the unit, assistance will be terminated and the household will be evicted in accordance with HUD requirements. Any assistance paid in error must be returned to HUD.

If Brooklyn Housing Authority Inc. is unable to complete required criminal or sexual offender screening due to the tenant's failure to provide required information or release forms, Brooklyn Housing Authority Inc. will pursue termination of tenancy (eviction).

If a registered sex offender was removed from the household's application prior to move-in, Brooklyn Housing Authority Inc. reserves the right to monitor household composition after move-in. If Brooklyn Housing Authority Inc. discovers that a sex offender has moved in to the unit, the household will be evicted in accordance with HUD requirements.

If Brooklyn Housing Authority Inc. discovers an unresolved criminal charge of any criminal activity as described above, the circumstances surrounding the arrest will be investigated.

If there is evidence that the tenant participated in such illegal activity, Brooklyn Housing Authority Inc. will meet with the tenant and the other adult household members to determine if the residency should be terminated or if the offending party should be removed from the unit including formal procedures required to remove the member from the household/lease.

Based on a preponderance of the evidence, if Brooklyn Housing Authority Inc. investigation indicates that a tenant participated in criminal activity as described above, the tenant may be subject to termination of tenancy (eviction).

### **SEX OFFENDERS**

HUD prohibits providing housing assistance to anyone who is subject to a state lifetime sex-offender registry. Brooklyn Housing Authority Inc. has opted to make that rule more restrictive by prohibiting any sex offender registrant from living on the property.

If Brooklyn Housing Authority Inc. discovers that a household member is a registered sex offender and was admitted in error, Brooklyn Housing Authority Inc. will immediately pursue termination of assistance and termination of tenancy. Brooklyn Housing Authority Inc. will first offer the family the opportunity to remove the ineligible (sex offender) family member from the household.

If the family is unwilling to remove that individual from the household, Brooklyn Housing Authority Inc. MUST pursue termination of tenancy for the household in accordance with HUD instruction.

If the tenant is subject to registration on any state sex offender registry, Brooklyn Housing Authority Inc. and/or HUD will immediately notify the household that they have the option to remove the sex offender or Brooklyn Housing Authority Inc. will pursue termination of tenancy.

If Brooklyn Housing Authority Inc. has good cause (i.e. notification from a state sex offender registry or law enforcement agency), all household members acknowledge that sex offender screening can be conducted Brooklyn Housing Authority Inc. or by HUD or HUD's representatives.

### **CRIMINAL ACTIVITY DISCOVERED AFTER MOVE-IN**

If Brooklyn Housing Authority Inc. discovers that a tenant misrepresented their criminal history at application, Brooklyn Housing Authority Inc. will require the household to meet with property staff and discuss the information.

Brooklyn Housing Authority Inc. will comply with HUD's guidance and Brooklyn Housing Authority Inc.'s criminal screening criteria when determining what action should be taken. Action may include termination of tenancy depending on the severity of the crime and the willingness of the household to remove the offender.

### **DISTURBANCES OR INQUIRES INVOLVING LAW ENFORCEMENT**

Tenants are expected to contact law enforcement if they witness any illegal activity or if they feel they are in need of law enforcement intervention or protection.

If any law enforcement agency is called to the property because of any type of illegal disturbance and/or criminal violations caused by a tenant's illegal action, such incident shall be investigated by Brooklyn Housing Authority Inc.. If it is determined that a tenant was involved in criminal activity and/or other illegal behavior, Brooklyn Housing Authority Inc. will review and determine the appropriate level of corrective action necessary for the actions.

Law enforcement has the right to enter the property and the power to make arrests as needed within the law. At the local level, property is under the jurisdiction of the Connecticut State Police.

Disturbances and/or criminal violations where the tenant, a tenant's guest, or a tenant's service provider is involved in illegal activity is considered a lease violation.

If the tenant, the tenant's guest, or the tenant's service provider is the victim, the owner/agent will investigate the circumstances surrounding the specific situation and make a determination whether a lease violation occurred and if termination is appropriate.

The termination of the lease agreement will be conducted as allowed by the terms of the lease agreement and local, state, and federal law, including the provisions provided through the Violence Against Women Act (VAWA).

### **INCARCERATION**

If Brooklyn Housing Authority Inc. discovers that a tenant has been incarcerated, Brooklyn Housing Authority Inc. will investigate the arrest/conviction. If the tenant has been convicted of any of the crimes that would constitute termination of tenancy, Brooklyn Housing Authority Inc. will immediately begin the process to terminate tenancy. This may include contacting the remaining household members, in accordance with HUD requirements, and beginning the process to remove the tenant from the household.

If an existing tenant is incarcerated, at least one other adult household member must be listed on the lease in order for other members to remain in the unit. If the remaining household members are minors, Brooklyn Housing Authority Inc. is compelled to comply with local law regarding child abandonment. This may include contacting child protective services.

If the incarcerated tenant is the sole household member, Brooklyn Housing Authority Inc. will initiate the process required when a unit is abandoned.

### **CONSIDERATION OF EXTENUATING CIRCUMSTANCES**

In deciding whether to exercise discretion to terminate (evict) an individual or household that has engaged in prohibited criminal activity, Brooklyn Housing Authority Inc. will consider all of the circumstances relevant to the particular eviction decision, including but not limited to: the seriousness of the offending



action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the tenant has taken all reasonable steps to prevent or mitigate the criminal activity.

### **CRIMINAL ACTIVITY DISCOVERY**

The lease and these House Rules provide grounds for terminating the lease for criminal activity engaged in on or near the premises, by any tenant, household member, or guest. Before terminating any tenant based on involvement in criminal activity, Brooklyn Housing Authority Inc. will (as appropriate):

- Investigate whether the tenant committed a crime;
- Investigate whether the tenant's guest or service provider committed a crime;
- Investigate whether the tenant's guest or service provider committed a crime on or near the property;
- Notify the household of the proposed action based on the information;
- Provide the content of the criminal record and information about how to obtain a copy of the information if a criminal record was used in the investigation;
- Provide the tenant with an opportunity to dispute the accuracy and relevance of the information obtained from any law enforcement agency;
- Allow the household the opportunity to remove the household member involved in the indicated criminal activity.

Tenants have ten (10) business days to provide documentation to dispute Brooklyn Housing Authority Inc.'s information or provide an explanation of mitigating circumstances. If the tenant fails to contact the owner/agent or indicates that he/she cannot provide documentation to refute the criminal activity discovered or provide mitigating circumstances, the owner/agent may begin the process to terminate tenancy.

8. **DAMAGE REPAIRS** - Tenant will be charged for any repairs carried out in the Unit, common areas or other Landlord property other than normal wear and tear caused by the Tenant, authorized residents (household members), visitors, guests or any other person under Tenant's control. The cost will be assessed with the monthly Rent statement. Damages, caused by Tenant or other person under Tenant's control, between \$250 and \$1500 are considered a Misdemeanor; damages exceeding \$1500 is a Class D Felony. The Landlord will prosecute violators.

9. **DAMAGE – HAZARDS; DANGEROUS CONDITIONS – INJURY – REPORTING** – Tenant, authorized resident (household member) visitor or guest shall report any damage, hazards, dangerous conditions or injury to Landlord property or a condition that may cause injury to the management office or such other place as Landlord may designate as soon as possible but in any event within 24 hours. A list of What Conditions May Be Dangerous to Life, Health and Safety and actions that may be taken may be attached hereto from time to time as a schedule. Failure to report as set forth above will constitute grounds for denying any claim of injury, expense claim for abatement, or request for transfer.

10. **EXTERIOR GROUNDS – LANDLORD PROPERTY** – Tenant, household members, visitors, and guests shall exercise the necessary care and caution to maintain the exterior grounds and all Landlord property in a safe, clean and orderly condition. These grounds and property, unless specifically so designated, are not to be used for parking of vehicles or as playgrounds. In addition, Tenants are prohibited from planting (or maintaining) any flowers, fruits, vegetables, bushes, trees, shrubs, or any other type of vegetation anywhere on Landlord grounds. Tenants are also prohibited from erecting (or maintaining) any permanent structures anywhere on Landlord property which includes any patios, walls, rock gardens, flower gardens, or the enclosure of any area. Tenants may not use any pavers, bricks, stones, tiles, blocks or stones of any kind on Landlord property. Should the tenant currently be using or maintaining any of the items set forth in this paragraph, the Tenant must immediately remove the prohibited items within 14 days.

11. FEES FOR LEASE ENFORCEMENT/EVICTION – Fees related to enforcement of the Lease and eviction are set forth in a schedule to these Rules and Regulations and made a part hereof.

12. GASOLINE, FLAMMABLE ARTICLES – Storage of gasoline or flammable articles in the Unit and on Landlord property is prohibited. Use or storage of gas cooking grills is permitted in the scattered site housing Units only.

13. GRIEVANCE PROCEDURE

Tenant – Brooklyn Housing Authority Inc.

Tenants may request an informal meeting with Brooklyn Housing Authority Inc. to discuss grievances regarding policy, decisions, or staff behavior. All requests must be submitted in writing to Brooklyn Housing Authority Inc. within 14 days of the grievable event. Within 10 business days of receipt of the request Brooklyn Housing Authority Inc. will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant. If a tenant fails to attend the scheduled meeting without prior notice, Brooklyn Housing Authority Inc. will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

*Good cause* is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If the Tenant is not satisfied with the outcome of the *informal* meeting with Brooklyn Housing Authority Inc., a request for a *formal* hearing may be requested in writing, to Brooklyn Housing Authority Inc. within 14 days of the informal hearing. Within 10 business days of receipt of the request Brooklyn Housing Authority Inc. will arrange a formal hearing of the matter with the tenant and will provide the tenant with a copy of the Formal Grievance Procedures.

Tenants may also wish to contact the U.S. Department of Housing And Urban Development (HUD), who oversees Brooklyn Housing Authority Inc.'s policies and procedures:

HUD

One Corporate Center

20 Church Street

Hartford, CT 06103

[860-240-9793](tel:860-240-9793)

Tenant – Tenant

Any tenant whose health, safety, or welfare has been threatened by another tenant is responsible for reporting such cases to the Putnam Police Department at (860) 928-6565 or State Police at (860) 779-4900. Brooklyn Housing Authority Inc. does not have legal authorization to adjudicate behavior that violates federal, state or local law. If a law enforcement official has found a tenant to be guilty of a crime that violates the health, safety, or welfare of another tenant, Brooklyn Housing Authority Inc. will take action as necessary to evict the tenant from the property. Tenants must not rely on Brooklyn Housing Authority Inc. to protect them from violators of the law. Only law enforcement officials have this authority.

Brooklyn Housing Authority Inc. will not become involved in personal disputes or petty bickering between Tenants. Involvement in such pettiness is extremely time-consuming. Brooklyn Housing Authority Inc. prefers to use this valuable time to enhance their housing programs to ensure that participants, who are striving to make gains for themselves, have a fair advantage to establish self-sufficiency and economic success.

All Tenants are to conduct themselves in a manner that will not disturb other Tenants' right to peaceful enjoyment. If unable to get along with another tenant, please make the effort to at least be cordial.

#### Incidents of Misconduct

Any tenant, who witnesses the destruction or defacement of tenant or housing property, or acts of misconduct while on property grounds, should report such incidences to Brooklyn Housing Authority Inc. office in writing, using Brooklyn Housing Authority Inc. tenant complaint form available at Brooklyn Housing Authority Inc. office.

#### Housing Discrimination

Housing discrimination based on your race, color, national origin, religion, sex, family status, disability, gender identity, sexual orientation or marital status is illegal by federal law. If you believe your rights have been violated, you can file a fair housing complaint.

There are several ways to file a complaint.

- You can file a complaint by using HUD's online form at [www.hud.gov](http://www.hud.gov)
- You can call toll-free 1-800-669-9777
- You can use a printed form, complete it and drop it or mail it to:

Office of Fair Housing and Equal Opportunity  
Department of Housing and Urban Development  
Room 5204  
451 Seventh St. SW  
Washington, DC 20410-2000

You can write a letter with:

- Your name and address
- The name and address of the person your complaint is about
- The address of the house or apartment you were trying to rent or are renting
- The date when this incident occurred
- A short description of what happened
- Then mail it to the Fair Housing Hub closest to you:

Boston Regional Office of FHEO  
U.S. Department of Housing and Urban Development  
Thomas P. O'Neill Jr.  
Federal Building  
10 Causeway Street, Room 321  
Boston, MA 02222-1092  
(617) 994-8300  
(800) 827-5005  
TTY (617) 565-5453

14. **INSURANCE** – Unless directly attributable to Landlord neglect, the Landlord is not responsible for damages to personal property or loss from theft.

15. **LOCKS AND KEYS** – Keys are not permitted except to Tenants, live-in aides, or the Tenant's emergency contact person. Alteration to existing locks or installation of new locks is not permitted. The Landlord reserves the right to maintain access to each Unit for inspection and/or emergency purposes.

16. **LOUD NOISES/SOUND DEVICES** – No noise, music or other sounds shall be permitted at any time in such a manner as to disturb or annoy other residents or neighbors.

17. **MOVING OUT** – Unless prior arrangements are approved, a written 30-day notice, per the Tenant's Lease/applicable laws, is required before vacating a Unit. Short notice or no notice will result in being liable for Required Payments.

18. **NO WATERBEDS/FURNITURE** – Furniture that is filled with a liquid or semi-liquid is not permitted without prior written permission of the Landlord.

19. **PARKING** Under no circumstances will the Landlord be responsible for any tenant vehicles or their contents.

#### **Parking Permits**

In order to be eligible for a parking permit(s) Tenants must meet the following requirements:

1. Tenants must own the vehicle being registered for parking and prove ownership by providing the vehicle registration in the Tenant's name. Tenants may not register a relative or friend's vehicle.
2. The vehicle must have a valid Connecticut license plate and current license tags in accordance with the State of Connecticut laws and local ordinances. (New residents from out of state have 90 days to register their vehicle in CT per CT State law.
3. The vehicle must be in operable condition and be able to run at all times.
4. Tenants are responsible for advising Brooklyn Housing Authority Inc. if they sell or change vehicles. Permits are not transferable.
5. Households receive one assigned parking spot. Tenants are allowed a maximum of two vehicles per household.
6. Motorcycles
  - ATVs and other off-road vehicles are prohibited from PHA's grounds. Only registered street bikes are allowed on the property and must be parked in the parking area. Tenants are not allowed to park motorcycles on the sidewalk or on the lawn, no exceptions. Motorcycles are counted in the vehicle allowance allowed per household (one vehicle per licensed driver, maximum of two vehicles per household).

#### **Parking Spots**

Each unit will receive one numbered parking spot. Households with more than one vehicle will need to park on the street. Please do not park in another Tenants' assigned space, office spaces, or allow visitors to park in another Tenants' space. Please also make certain you are not parked in a manner that will make it difficult for another tenant to access their space or get in and out of their vehicle. During the snow season, the Town of Putnam may enforce a parking ban. During this time only, additional parking will be provided in the field surrounding the maintenance garage on Laconia Avenue.

**\*Notice:** The Town of Putnam has issued a permanent parking ban on the even numbered side of Laconia Avenue. Therefore, vehicles parked on this side of the street may be ticketed or towed at the owner's expense.

You will be responsible for snow/ice removal from your assigned parking spot(s) regardless if you have a vehicle or not. It is expected that snow removal from the assigned spot will be completed within 24 hours of a storm ending. Snow must be placed on the grass in front of your unit or the grass perimeter along the driveway. Snow may not be placed on sidewalks, other parking spots, or thrown into the road. This is strictly prohibited and is subject to charges/local fines. Brooklyn Housing Authority Inc. will periodically inspect parking areas and issue violations/charges. A fee of \$35.00 per storm will be charged if a tenant does not comply and clear snow/ice from their vehicle and parking spot within 24 hours of the storm. As a reminder households that receive 3 or more lease violations from Brooklyn Housing Authority Inc. office during a lease year (June 1 thru May 31) are subject to nonrenewal of their lease. Some

tenant's may find that leaving their car at another location or enlisting family/friends to help with snow removal from their vehicle at the end of the storm.

#### Parking at Laconia Court

Parking in the fire lane is prohibited. Anyone who parks their vehicle in the fire lane will be subject to a \$50.00 fine.

#### Removal of Vehicles from Parking Area

Brooklyn Housing Authority Inc. may remove vehicles not in conformance with these standards, vehicles posing a threat or safety hazard, vehicles creating obstructions, and for other reasons deemed necessary by Brooklyn Housing Authority Inc.. The cost for such removal will be the responsibility of the vehicle owner. Vehicles will be removed according to the following:

1. The parking area is monitored for parking violations. Vehicles parked without proper permission will be towed, without notice or warning, at the vehicles owner's or Tenant expense.
2. Inoperable motor vehicles must be removed from the parking area, or be subject to towing by Brooklyn Housing Authority Inc. at the vehicle owner's expense.
3. Warning notices will be issued whenever possible prior to towing a vehicle out of Brooklyn Housing Authority Inc. parking area. The exception to this is when a vehicle presents a hazard such as leaking gas or is parked in a manner that blocks emergency routes, etc.
4. Individual Tenants do not have the right to tow other cars. Tenants who find another vehicle in their parking space must complete a written Incident Report and file it with Brooklyn Housing Authority Inc.. Please include the vehicle make, model and color as well as the license plate, date and time of the violation.
5. Tenants who intend to be away from their unit are still responsible for adhering to this policy. Tenants who will be away on vacation, in the hospital, etc. should authorize another person to look after their vehicle and be prepared to clear the vehicle and area in the event of inclement weather, hazards, or parking lot repairs. Failure to designate a responsible person or failure of the designated person to look after a Tenant's car does not exempt that vehicle from being towed at the owner's expense.

#### Vehicle Maintenance

Tenants may not wash or make repairs to their vehicles. This includes changing oil or replacing mechanical parts.

20. **PETS/ANIMALS** – No pets or animals of any kind shall be kept or allowed within a Unit or on the property of the Landlord, except as may be provided in the Landlord's Pet Policy which is hereby incorporated in these Rules and Regulations and hereby made a part hereof. Clean up of pet waste is pet owner/Tenant responsibility. Requests for reasonable accommodations regarding support animals should be made to the Management Office.

21. **REQUIRED PAYMENTS** – Required payments are due on the 1<sup>st</sup> and delinquent on the 11<sup>th</sup> of the month.

22. **SECURITY** – Tenants shall ensure that all common doors/gates are kept closed for their own security and for the security of other residents. All fire doors shall be kept closed. Landlord will not be responsible for lost or missing property.

23. **THEFT OF PUBLIC UTILITIES** – theft of utilities is prohibited and shall be grounds for termination.

24. **TRESPASSERS** – Tenants and other authorized household members evicted from the Landlord's developments because of drugs, drug-related criminal activity, or criminal activity will be banned from

Landlord property. The Putnam Police Department will be notified that these individuals have been banned from the property(ies) and are to be considered trespassers should they intrude onto Landlord property.

25. UTILITY ALLOWANCES – Current Utility Allowances which are applicable are set forth in a Schedule attached to these Rules and Regulations and are made a part of these Rules and Regulations.

26. WEAPONS, DRUGS, AND DRUG PARAPHERNALIA – Possession of weapons except as authorized by law, and unlawful possession or unlawful use of narcotic drugs or drug paraphernalia or criminal or unlawful activities on or off Landlord property is prohibited and will be cause for immediate termination of a Lease. Lawfully owned guns are not allowed to be carried and/or displayed in common areas and may only be transported back and forth from the Premises. The Tenant is responsible for all authorized residents, guests and persons under Tenant's control.

These Rules and Regulations shall be a part of the Lease agreement. Tenant(s) agree(s) to keep, observe, and be bound by these rules and schedules attached and any such rules and schedules as may later be instituted by the Landlord. The invalidity or unenforceability of any provision herein shall not affect or impair any other provision.

I/we have read the above policies and understand that these policies are an attachment to our lease.

Signatures:

TENANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PROPERTY MANAGER



**Brooklyn Housing Authority Inc.**

# **UPPER VILLAGE TENANT HANDBOOK**

## **Attachment B**

The Putnam Housing Authority and Brooklyn Housing Authority Inc. are Equal Opportunity Housing Providers. The Fair Housing Act prohibits discrimination in the sale, rental or financing of housing on the basis of race, color, religion, sex, handicap, familial status, or national origin. Complaints of discrimination may be forwarded to the Fair Housing Administrator, US Department of Housing and Urban Development, Washington, DC 20410, Phone 1-800-669-9777. Connecticut law also prohibits discrimination in all of the above categories plus these additional categories: lawful source of income, marital status, sexual orientation, use of a guide dog, and age (except when program regulations restrict the housing to an age-specific category). Complaints of discrimination may be forwarded to the Commission on Human Rights and Opportunities at 1-860-541-3400. **If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the Housing Authority at (860) 963-6829.**



TRS Message Relay via CCC: 1-800-842-9710

## Hours of Operation

Office Location & Mailing Address: 123 Laconia Avenue, Putnam, CT 06260

The offices are open to the public BY APPOINTMENT as follows\*:

Monday	8:00 AM – 12:00 PM	Friday	CLOSED
Tuesday	8:00 AM – 12:00 PM	Saturday	CLOSED
Wednesday	8:00 AM – 12:00 PM	Sunday	CLOSED
Thursday	8:00 AM – 12:00 PM	Closed all federal holidays.	

\* Note: If you need to speak with the staff, you will need to call to schedule an appointment. Staff members may be unavailable should you come to the office unannounced.

Staff are available outside these hours by appointment only.

## Phone Numbers

### Putnam

Main Number (860) 963-6829

Linda Laflamme, Property Manager Ext. 261

Sarah Schoppe, Deputy Director Ext. 262

Maintenance Ext. 264

Kathy Carter, Executive Director Ext. 260

Site Office Fax Number (860) 809-1689

Site e-mail address [info@putnamhousing.org](mailto:info@putnamhousing.org)

## Site Staff

### Putnam

Kathy Carter Executive Director

Sarah Schoppe Deputy Director

Linda Laflamme Property Manager, Housing Choice Voucher Specialist

Bill Smutnick Maintenance Superintendent

Bob Campbell Maintenance Worker

Marc Miller Maintenance Worker

Jo Zadziejko Maintenance Worker

## EMERGENCY MAINTENANCE REQUESTS

860-963-6829

DIAL 9 AT MENU

This will put you through to the answering service who will dispatch the staff member on-call. Leaving a voicemail or sending an email will result in the maintenance request being addressed the next business day. You MUST call in emergency work order requests to the number above.



### **HUD**

Hartford Field Office	(860) 240-4800
Fraud Reporting Hotline	(800) 347-3735
Housing Discrimination Complaints	(800) 669-9777

### **Utilities**

Eversource (Power Company)	(800) 286-2000
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### **Emergency** (Dial 911)

State Police Department	(860) 779-4900
Day Kimball Hospital	(860) 928-6541

*Use this section to record other useful contacts*

### **Name**

### **Address**

### **Phone Number**


## **TENANT WORK ORDER REQUESTS AND UNIT MAINTENANCE PROCEDURES**

### **Maintenance**

The Maintenance Staff is on-site on Mondays-Thursdays from 8:00 a.m. – 4:00 p.m. to perform routine maintenance required in keeping the units and grounds in safe and sanitary condition. Tenants should not approach maintenance to report repairs or report complaints. All maintenance requests and complaints need to be reported to the Brooklyn Housing Authority Inc. Office. Please call the Putnam Office (860) 963-6829 to place a work order or place online utilizing the tenant portal at [www.putnamhousing.org](http://www.putnamhousing.org)

### **Emergency Work Order Requests**

This refers to matters that may pose a threat to the health and safety of the tenant or that may cause a substantial financial burden to the site if left unreported. It is the obligation of the tenant to report matters of this nature to Brooklyn Housing Authority Inc. immediately. Due to the urgency of the work, the staff member need to have immediate access to a tenant's unit. Should this occur, the responding staff will knock on the tenant's door several times. If there is no answer, they will enter the unit regardless to complete the necessary repairs. We understand that some Tenants work unconventional hours and may be disturbed by this intrusion and we sincerely apologize for the inconvenience. Please understand that this type of incident does not occur very often and our maintenance staff will make every effort to repair the necessary work as quickly as possible without sacrificing the quality of work performed.

The following matters are considered urgent and must be promptly reported to the Brooklyn Housing Authority Inc. office by dialing **860-963-6829 OPTION 9** (After hours calls will be received by our answering service and forwarded to the maintenance contractor on call.):

- Plumbing leaks
- Smell of fumes
- Backed-up sewage

- Electrical hazard
- No heat and outside temperature is below 55°F – Apartment is not maintaining a temperature of 65 degrees or higher
- Refrigerator is inoperable
- Smoke detector is inoperable
- Locked-out of apartment
- Broken lock on front or rear unit entrance

Water shut-off locations: Turn **right** to **close**, left to open

- Toilet – Below the tank on the left of the toilet
- Kitchen Sink – In cabinet under sink
- Bathroom Sink – In cabinet under sink

### **Non-Emergency Work Order Requests**

This refers to routine maintenance resulting from normal wear and tear of the unit. These requests are given a priority rating and therefore may not be answered immediately. However, Tenants should anticipate a response the following business day when the work order was reported. If the tenant is not home during the response period, the maintenance staff will enter to complete the work requested. Tenants who wish to be present during routine maintenance should make such requests during our normal business hours and at a time when available to be home.

### **Preventative Maintenance Inspections**

These inspections occur at least annually and are required by HUD. Each year, the maintenance staff will inspect each unit and make necessary repairs to ensure all units are decent, safe, and sanitary. These inspections also help Management to determine what modernization projects are necessary to keep our units well maintained. Each tenant receives at least 24-hours' notice before their unit is inspected.

### **HUD Inspections**

These inspections occur annually. The intention is to oversee that Brooklyn Housing Authority Inc. is maintaining their units in a decent, safe, and sanitary condition as required by HUD regulation. We notify all Tenants at least 24-hours in advance of the date of inspection.

### **Modernization Projects**

These occur periodically to ensure proper function and livability of the units. This type of work is most often performed by contractors who specialize in the type of work to be performed. If time allows, Tenants will receive an initial notice well in advance indicating the type of work, the name of the company, and the approximate date the work has been scheduled for.

## **TENANT REPAIR CHARGE LIST**

Typically, items that require replacement as a result of normal wear and tear of the unit are repaired or replaced at no charge to the tenant. However, if an item is broken or damaged as a result of negligence or misuse, the tenant will be charged for the material cost of the item **plus** applicable labor. Prices are subject to change as material prices change.

<u>Item</u>	<u>Charge to Tenant</u>
Storm-Door Window	\$75.00
Storm-Door Screen	\$40.00
Storm-Door	\$245.00
Storm-Door Closer	\$15.00
Storm-Door Handle/Lock Set	\$20.00
Window Sash	\$270.00

Window Sash Locks	\$30.00
Window Screen (replace or rescreen)	\$30.00
Window Blinds	\$15.00
Interior Door	\$200.00
Interior Door Lock Set	\$30.00
Smoke Detector	\$68.00
Refrigerator	Current cost
Refrigerator Parts	Current cost
Electric Range	Current cost
Electric Range Drip Pan	\$5.00
Range Hood	\$75.00
Oven Racks	Current cost
Electric Range Burner	Current cost
Stove Knobs	Current cost
Kitchen Faucet	\$115.00
Aerators	\$15.00
Mangled Heaters	Current cost
Toilet	\$250.00
Toilet Seat	\$25.00
Toilet Flush Handle	\$13.00
Medicine Cabinet	\$75.00
Towel Bar Hook	\$29.00
Bathroom Faucet	\$110.00
Showerhead	\$20.00
Bathroom Vanity	Current Cost
Closet Door ( <i>Metal bifold</i> )	\$100.00
Closet Door Handle	\$5.00
Closet Shelf	\$30.00
Closet Bar	\$15.00
Outlet	\$10.00
Outlet Cover	\$5.00
Switch	\$10.00
Switch Cover	\$5.00
GFI Outlet	\$55.00
Light Bulb	\$5.50
Florescent Light Bulb	\$13.50
Bedroom Light Covers	\$20.00
Bathroom Light Covers	\$25.00
Kitchen Light Fixtures	\$60.00
Hallway Light Shades	\$20.00
Thermostats	\$65.00
Floor Tile – per tile	Current Cost
Interior Door Repair	\$28.00
Exterior Door Repair Cover	\$40.00
Exterminating	Current Cost
Showerhead with hose	\$55.00
Caulk Tub	\$40.00
Smoke Detector Battery	\$12.00
Mailbox Lock	\$25.00

**Labor Rates**

Normal Business Hours  
After Hours

**Per Hour**

\$35.00 per person  
\$52.50 per person

Holidays \$70.00 per person

Tenants are charged fees for extraordinary services rendered by maintenance as follows:

<u>Services</u>	<u>Fee</u>
Lock Change	\$100.00
Locked Out ( <i>After hours</i> )	\$50.00
Locked Out ( <i>During hours</i> )	No Charge
Removal of Yard Items	\$15.00
Removal of Pet Excrement	\$25.00 <i>per pile</i>
Removal of Cigarette Ends	\$25.00 <i>per occurrence</i>
Removal of Debris	Labor
Remove Unauthorized Wall or Floor Covering	Labor
Apartment Cleaning	Labor
Blocked Toilet or Other Plumbing ( <i>Tenant negligence</i> )	\$35.00 <i>minimum or Labor</i>
Tow Unregistered Motor Vehicle	Cost of Towing Company
Garbage Removal Fee	Labor
Pet Transport to Animal Shelter	\$50.00
Unable to Perform Maintenance due to Unrestrained Pet (2 <sup>nd</sup> offense)	\$25.00
Repair Window Glass	\$175.00
Wall Patch	Labor time plus material cost
Paint due to unauthorized painting by tenant	\$200 per room
Replace House Key	\$10.00
Replace Mailbox Key	\$10.00
Repair ceiling due to tenant plumbing negligence	<i>Material &amp; Labor</i>
Remove snow from parking area due to not moving vehicle	\$35.00

<u>Appliance Cleaning at Move Out</u>	<u>Fee</u>
Refrigerator	\$50.00
Stove Top	\$25.00
Oven	\$50.00

Any service or item not specifically mentioned in the charge list will be charged at the current cost of material plus labor.

#### HOUSEKEEPING STANDARDS

##### **Bathroom (*Specifically*)**

Toilet/Tank Should be clean and free of odor

Tub/Shower Should be clean and free of excessive mildew and mold

Sink Should be clean

Exhaust Fan Should be free of dust

Floor Should be clean and dry

##### **Inside the Unit (*All Areas*)**

Walls Should be clean, free of dirt, grease, holes, cobwebs and fingerprints

Floors Should be clean, clear, dry and free of hazards

Ceilings Should be clean and free of cobwebs

Windows Should be clean and not nailed shut, shades or blinds should be clean and intact

Woodwork Should be clean, free of dust, gouges and scratches

Doors Should be clean, free of grease and fingerprints

Heaters Should be dusted and accessible (uncluttered)

Trash/Garbage Shall be disposed of properly and not left in the unit

Entire Unit Should be free of rodent or insect infestation

#### Basement (if applicable)

- Nothing should be stored within three feet of the electrical panel box.
- No beds may be setup in the basement.
- Management highly recommends all items be placed in plastic storage bins.

#### **Kitchen (Specifically)**

Stove/Oven Should be clean and free of food and grease

Refrigerator Should be clean, the freezer and refrigerator doors should open and close properly

Cabinets Should be clean and neat, cabinet surfaces and countertops should be free of grease and spilled food, cabinets should not be overloaded, storage under the sink should be limited to small or lightweight items to permit access for repairs

Exhaust Fan Should be free of grease and dust

Sink Should be clean and free of grease and garbage, dirty dishes should be washed and put away in a timely manner

Food Storage Should be neat and clean without spilled food

Garbage Should be bagged and stored in a covered container until removed to the disposal area

#### **Outside the Unit**

Yards and Flower Beds (Front and Back) Should be free of debris, trash, toys and car parts. If you share a yard it is the responsibility of the tenants to come to an agreement on who will maintain the area. Failure to comply will result in both households being charged a fee to maintain and remove debris.

Exterior Walls Should be free of any and all graffiti

Steps/Walks Front and rear should be clear and free of hazards

Storm Doors Should be clean with glass and screens intact

Parking Lots Should be free of abandoned or unregistered cars

Common Hallways: Those on the first floor should clean directly outside their doors. The second floor tenant is responsible for cleaning the stairs and both landings (lower and upper).

#### **Violations**

Housekeeping standards will be noted during inspections and routine maintenance service calls. On the first violation, a warning notice will be issued indicating the date and time Brooklyn Housing Authority Inc. will come to re-inspect the unit. If the unit is still unsatisfactory, the tenant will be issued a second lease violation and the unit will be inspected again. If a third violation is issued and recurring unit inspections are required, tenants will be charged \$50.00 per inspection until said violations are corrected. Continual housekeeping violations may result in nonrenewal of your lease or legal proceedings.

### **TRASH REMOVAL AND RECYCLING GUIDE**

#### **Trash Removal**

Waste receptacles have been conveniently placed throughout the housing complex. You should use the one that is closest to your apartment. However, if the receptacle closest to your apartment is full, you should use another at the property that has room. At no time should trash be left outside the dumpster. Please make certain your trash is properly bagged and placed inside the receptacle. If trash is not properly disposed of, animals are likely to get at it and drag trash throughout the complex. Should this occur, the responsible household will either be required to remove their trash from the grounds or will be assessed a waste removal fee.

#### **Bulky/Hazardous Waste/Recycling**

Please refer to the Town's website for information on bulky/hazardous waste and recycling:

<https://www.brooklynct.org/quick-view/149>



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## E-SCOOTER AND E-BIKE SAFETY TIPS

### Help Prevent Injuries and Fires from Lithium-ion Batteries

Residents can do their part to help prevent fires from electric scooters and bikes.

Increase prevention by following these recommended tips:

### DO'S

- Always be present when charging devices using lithium-ion batteries.
- Only use the charger that came with your device.
- Only use an approved replacement battery pack.
- Follow the manufacturer's instructions for proper charging and unplug the device when done.



### DONT'S

- Never charge while sleeping.
- Never use these devices with a battery pack that has been modified/reworked by unqualified personnel or with repurposed or used cells.
- Never throw lithium batteries into the trash or general recycling. Instead, take them to your local battery recycler or hazardous waste collection center



## ACCOMMODATIONS

### What is a Reasonable Accommodation?

A "reasonable accommodation" is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since policies and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the property or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

### Types of Reasonable Accommodations

When it is reasonable, Brooklyn Housing Authority Inc. shall accommodate the needs of a person with disabilities. Examples include but are not limited to:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability
- Modifying or altering a unit or physical system if such modification or alteration is necessary to provide equal access to a person with a disability
- Installing a ramp into a dwelling or building
- Installing grab bars in a bathroom
- Installing visual fire alarms for hearing impaired persons
- Allowing an approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit
- Providing a designated handicapped-accessible parking space
- Allowing an assistance animal (definition on page 20)
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with The BROOKLYN HOUSING AUTHORITY INC.
- Displaying posters and other housing information in locations throughout The BROOKLYN HOUSING AUTHORITY INC.'s office in such a manner as to be easily readable from a wheelchair

### Requesting a Reasonable Accommodation

Brooklyn Housing Authority Inc. encourages the family to make its request in writing using a reasonable accommodation request form. However, Brooklyn Housing Authority Inc. will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

Before providing an accommodation, Brooklyn Housing Authority Inc. must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to Brooklyn Housing Authority Inc. programs and services.

If a person's disability is obvious or otherwise known to Brooklyn Housing Authority Inc. and if the need for the requested accommodation is also readily apparent or known, no further verification will be required.

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to Brooklyn Housing Authority Inc., Brooklyn Housing Authority Inc. must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability

Brooklyn Housing Authority Inc. will respond within ten (10) business days after a request for an accommodation is presented. If the request for an accommodation is denied, Brooklyn Housing Authority Inc. will mail a written notice to the family explaining the reason(s) for denial and the family will be granted the opportunity to appeal Brooklyn Housing Authority Inc.'s decision through an informal hearing or the grievance process.

## **HOUSE RULES**

### **Air Conditioners**

The air conditioner must be properly installed as to not cause damage to the window or the apartment. Air conditioners may be installed annually on **April 1<sup>st</sup>** and must be removed and stored by **November 1<sup>st</sup>**. Failure to comply will result in a \$50.00 per month violation fee being charged. Only portable floor air conditioners are permitted in bedrooms that only have one window.

If you require an air conditioner for year-round usage a current doctor's note (within the past 6 months) is required.

### **Appliances**

A stove and refrigerator are provided to the tenant as part of their lease. Tenants are not permitted to have dishwashers. Appliances may only be used for their intended purpose. Stoves should not be used to supplement heat. Washer hookups are available in the kitchen and drier hookups are available in the basement. Tenants are responsible for keeping tenant-owned appliances in good working condition. Brooklyn Housing Authority Inc. is not responsible for any loss associated with tenant belongings. Tenants must carry renter's insurance to recoup any loss due to power outage, appliance malfunction, etc. Please contact an insurance agent to discuss your needs and cost of coverage.

### **Cable TV Wires**

Cable TV wires are not permitted to run across the front of a stairway or along a walking area. This is considered to be a tripping hazard and you will be issued a notice of lease violation if you do not comply.

### **Candles/Incense**

Candles of any kind, incense and any other type of item that is ignited are not permitted.

### **Children**

Children under the age of 13 are to be supervised at all times. It may be practical to arrange a child supervision schedule with other parents. Parents who leave their children unattended will be cited for violating the terms of their dwelling lease. Please be certain that any food and its wrappers are disposed of in the trash receptacles.

### **Basement Storage**

Tenants are encouraged to use covered plastic totes when storing items in the basement. Brooklyn Housing Authority Inc. is not responsible for any damage to your belongings should a pipe burst or outside water gets into the basement. For coverage of your personal items you must obtain renters insurance through an insurance company.

### **Clothes Lines**

Clothesline are located in the back of each unit. Lines must be cleared off during mowing. Brooklyn Housing Authority Inc. is not responsible if items are left on the line and become soiled during mowing. **SWINGS AND OTHER NON-CLOTHING ITEMS ARE NOT TO BE ATTACHED TO THE CLOTHES LINES.**

### **Conduct**

Tenants, other household members, visitors and guests shall conduct themselves and their activities in a manner that will not interfere with the rights, comforts and conveniences of other Tenants. No one is allowed to congregate on apartment steps or around other units where they have not been invited.



## **Damages**

Maintenance work orders that result in the repair of damages caused by the tenant or tenant's guests or that result due to the neglectful actions of a tenant or a tenant's guests (i.e. lock outs) will result in an invoice that is payable by the tenant. Once a completed work order is submitted by the maintenance contractor to Brooklyn Housing Authority Inc. staff, an invoice will be created. Per the lease, Tenants have 14 days to pay for charges. Failure to pay within 14 days or establish an approved payment agreement will result in any future payments made being applied to the oldest balance which may make your rent payment short.

## **Dumpsters**

Dumpsters are for resident use only. Guests should not be bringing their household trash to dispose of in the property's dumpsters. All trash must be placed inside the dumpster. Tenants and guests are not permitted to enter dumpsters or remove items that have been placed in dumpsters.

## **Egress**

All bedrooms must have a clear second way out of the room other than the door. If your bedroom has one window, that window must be clear of items to provide a second escape route if you are unable to exit through the door.

Sheets should not be hung in stairways, hallways or as room dividers under any circumstance.

## **Electric Service**

Electricity costs are the responsibility of the tenant. A utility allowance is deducted from a tenant's total tenant payment when rent is calculated to help with the affordability of this service. The electric account must be maintained in an adult tenant's name. Failure to maintain electric service in the apartment or in a tenant's name is grounds for termination of the lease.

## **Extended Absences**

Tenants must notify the office of any absence that will be in excess of 30 days, including but not limited to vacation, hospitalization, nursing home, etc. Arrangements must be made to have rent paid during the tenant's absence. Guests are not permitted during extended absences of sole household members.

## **Fireworks & Toy Guns/Bow and Arrows**

Tenants and their guests are not allowed to ignite firework displays on the property, no exceptions. This includes sparklers. Tenants and their guests are also not allowed to use any type of BB gun, toy gun, or bow and arrow, no exceptions.

## **Gardens**

Tenants are not allowed to plant anything directly into the ground. You may however have potted flowers, vegetables and herbs as long as the container is no larger than 12 inches high by 12 inches wide. All pots must be kept in a manner that will not interfere with lawn maintenance, damage to existing vegetation, entry to the apartment or access to neighboring units. Pots may not be kept on window sills.

## **Gasoline and Flammable Items**

Tenants are not allowed to store gasoline or other flammable items in their apartment or on the property.

## **Grills**

- Only propane grills are permitted and must be ten feet (10') from the building when in use. When the grill is not in use it must be covered and stored in the rear of the unit.
- Charcoal grills, fire pits, and tiki torches are prohibited.
- Propane tanks shall be stored outside, in the rear of the unit. No propane may be stored inside the unit.
- The tenant is responsible for any damages that are related to the use of the grill.

## **Guest Policy**

**Definition:** A *guest* is defined as a person **with a legal permanent residence** who is temporarily staying in the unit with the consent of the head of household.

### **Those NOT permitted as guests**

- Any individual who is currently engaged in, or has engaged in any of the following criminal activities:
  - Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug, which includes medical marijuana;
  - Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage;
  - Criminal activity that may threaten the health, safety, or welfare of other tenants or the health or safety of Brooklyn Housing Authority Inc. staff, contractors, subcontractors, or agents;
  - Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.
  - Any individual who is listed on the sexual offender registry.
- Any individual who is homeless.

### **Tenant's Rights & Responsibilities Regarding Guests**

Tenants are allowed to provide reasonable accommodation of their guests. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near Brooklyn Housing Authority Inc. premises.

The Tenant must notify Brooklyn Housing Authority Inc. when overnight guests will be staying in the unit for more than 3 days. An overnight guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12 month period. Overnight guests must have a permanent legal residence.

The Tenant may request an exception to this policy for valid reasons (i.e. care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return (see documentation list below) and provided the guest does not meet any of the unacceptable guest traits as listed above.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

### **UNAUTHORIZED OCCUPANTS**

Guests who represent the housing unit address as their residence for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes a violation of the lease.

### **ACCEPTABLE DOCUMENTS TO SUBSTANTIATE LEGAL RESIDENCE**

- Active lease at another address
- Notarized letter from a person the unauthorized occupant is living with, if that letter is presented with other supporting documentation
- Recent correspondence sent to the unauthorized occupant at the address claimed. This correspondence would need to come from a formal entity rather than letters from friends (i.e. schools, banks, government agencies, etc)
- Driver's license or photo ID with address claimed
- School registration with address claimed
- Tax return with address claimed

- Bills in their name at the address claimed (i.e. utility, telephone)
- Please note that although the above documents are submitted to Brooklyn Housing Authority Inc. as proof of residence, Brooklyn Housing Authority Inc. may verify this information with the legal owner of the property claimed to be the legal residence.

### **Heat**

Gas heat is provided by the landlord. Connecticut state law states that a landlord must maintain a minimum heat temperature of 65 degrees during the heating season. Tenants are not permitted to use any kind of space heater, including decorative fireplaces, kerosene heaters, or electric space heaters. If your heat is not maintaining 65 degrees, a work order needs to be called in. If a work order is called in and the heat in the apartment is at least 65 degrees, the tenant will be charged for the service call. Windows should be kept closed in the winter months to avoid frozen water pipes.

### **Holiday Displays**

The use of any electrically wired exterior holiday display is prohibited. In multifamily housing, the state building code prohibits the use of exterior electric powered items where an exterior ground fault receptacle is not present. Any nonelectric air filled display must be under 40 inches in height and limited to two per tenant. All holiday displays must be removed in a reasonable time frame after the holiday period. Brooklyn Housing Authority Inc. will have the discretion for approval as to what is considered to be an appropriate holiday display.

### **Interior Decorative Strip Lighting**

The use of any electrically wired decorative strip lighting is prohibited inside the apartment.

### **Lawn Care**

Tenants are responsible for keeping their front and back lawns free from trash and items and for removing snow from their walkways and steps. Brooklyn Housing Authority Inc. will mow and trim tenant lawns as needed. Please make sure laundry has been removed from your clothesline during business hours when lawn is being mowed. If the maintenance staff has to move items out of their way while mowing, you will be assessed a \$15.00 service fee. The maintenance staff makes considerable efforts to keep the lawns looking nice; therefore, we ask that you prohibit your children from playing in your front yard as it damages the grass and becomes quite unsightly. Tenants requiring excess lawn maintenance will be charged accordingly.

### **Legal Fees**

Tenants are responsible for all legal fees pertaining to any proceedings brought against them, including but not limited to Marshal fees, court costs and attorney fees, unless the tenant prevails in court (does not include agreed upon stipulated agreements). Legal action will not be stopped until all legal fees associated with the action have been paid in full.

### **Locks and Keys**

Tenants are provided with unit keys at the time of lease signing. Two (2) keys are issued to the household at lease signing. Alterations to existing locks or installation of new locks are not allowed. In the event a Tenant is locked out of their apartment, only the Tenant or other authorized adult household member will be given access to the apartment. Brooklyn Housing Authority Inc. reserves the right to maintain access to each dwelling unit for inspection and emergency purposes.

### **Mailbox Keys**

Tenants are provided with one (1) mailbox key at lease signing. A fee of \$10.00 will be charged to the Tenant for each additional key requested after lease signing.

Brooklyn Housing Authority Inc. does not own the tenant mailboxes, the U.S. Postal Service does. The keys are kept at the Brooklyn Housing Authority Inc. office as a convenience to our Tenants. The U.S. Postal Service provides Brooklyn Housing Authority Inc. with three (3) keys for each mailbox. If you lose your key and we have no more replacements to provide, we have to contact the Post Office to have your mailbox lock changed. More often than not, the Post Office can take several days or weeks before they are able to find time to change the lock. During this waiting period, it can be very difficult to retrieve your mail. Therefore, we strongly suggest that you keep your key in a safe place to prevent inconveniences.

### **Noise**

Tenants are to maintain a reasonable noise level at all times. Remember that this is multi-family housing and you should make every effort to respect other Tenants. Excessive noise levels after 10:00PM and before 8:00AM are considered a disturbance of peace and may be reported to the appropriate police department for corrective action.

#### **Move Out Notice Provided**

When a tenant provides 30-day written notice of their intent to vacate, Brooklyn Housing Authority Inc. will provide the tenant with a checklist indicating how the apartment should be left. Brooklyn Housing Authority Inc. may schedule an inspection of the unit while the tenant still resides in the unit to determine if any capital repairs will be required. Brooklyn Housing Authority Inc. may also schedule showings of the unit to prospective Tenants. Along with the move-out cleaning checklist, A move out inspection will be conducted once the keys are turned in. Tenants are encouraged to attend the inspection. Tenants are responsible for payment of rent until the keys are returned to the office.

#### **Outdoor Area**

Tenants are only allowed to have outdoor furniture that can be easily removed and stored after use, such as chairs that can be easily folded and brought inside when not being used. Patio tables, swings, picnic tables, and other large furniture are not permitted. Nothing should be attached to the building or hung from outdoor lighting fixtures or clotheslines.

Outdoor decorations such as flags, bird feeders, chimes, lights, artificial flowers, shepherd hooks, and fencing are not permitted.

Shovels, rakes, brooms, mops are not permitted to be stored outside.

#### **Pet Sitting**

Pet sitting for other's animals is not permitted. Guests who require an assistance animal may bring that animal on-site with them while visiting as long as the animal is under complete control. Under no circumstances should Tenants pet sit while friends and/or relatives are on vacation, etc.

#### **Playground**

Playgrounds are provided for use by the children. Children should only use equipment appropriate for their age and size. Sheets and other items may not be hung from the equipment.

#### **Public Drinking**

The Town of Brooklyn prohibits open alcoholic beverages on any public property. Brooklyn Housing Authority Inc. also prohibits open alcoholic beverages on the grounds. Drinking is allowed inside the Tenants' unit only.

#### **Rent Payment**

Rent is due on the 1<sup>st</sup> of every month. Brooklyn Housing Authority Inc. allows a 10-day grace period without penalty. Tenants with an outstanding balance after the 10<sup>th</sup> of the month will be served with notice of intent of eviction from their unit and will be charged the applicable sheriff fees. Tenants can drop payments in the rent drop located near the Putnam office door or payments may be mailed to 123 Laconia Avenue, Putnam, CT 06260. Cash is never accepted. Personal check, bank check, or money order only please. Tenants can also pay online utilizing the tenant portal at [www.putnamhousing.org](http://www.putnamhousing.org). Direct debit is also available. Contact the office to obtain forms to utilize this option. Note if you are mailing your payment, allow ample time for mail delivery so the check is received by our office by the 10<sup>th</sup> of the month.

#### **Snow Removal**

Brooklyn Housing Authority Inc. is responsible for snow removal from the visitor parking areas and main sidewalks. The roadways and sidewalks will be plowed and cleared at the end of each storm. If the weather forecast calls for a prolonged occurrence with significant accumulations snow removal will be done at regular intervals. Tenants are responsible for removing snow from their concrete stairway and walks (up to the main walk) both front and back and their assigned parking spot. It is expected that snow removal will be completed within 24 hours of a storm ending. Snow must be placed on the grass in front of your unit or the grass perimeter along the road. Snow may not be placed on sidewalks or thrown into the driveway. This is strictly prohibited and is subject to charges/local fines. The Town of Brooklyn may enforce a parking ban. During this time only, additional parking will be provided in the field surrounding the maintenance garage on Laconia Avenue. Please park your vehicle far enough off the road into the field to ensure there is space for additional vehicles.

Brooklyn Housing Authority Inc. will not provide snow shovels. It is our goal to keep the walkways as safe as possible. If you notice an area of refreezing or icing please call our office immediately and we will make every attempt to maintain them during the day. Please remember that refreezing is common once the sun goes down, use caution.

Each tenant will be responsible for clearing snow/ice from their vehicles and assigned parking spot. It is expected that snow removal from the assigned spot will be completed within 24 hours of a storm ending. Snow must be placed on the grass in front of your unit or the grass perimeter along the road. Snow may not be placed on sidewalks, other parking spots, or thrown into the driveway. This is strictly prohibited and is subject to charges/local fines. In addition, a fee of \$35.00 per storm will be charged if a tenant does not comply and clear snow/ice from their vehicle and parking spot within 24 hours of the storm ending. Some tenant's may find that leaving their car at another location or enlisting family/friends to help with snow removal from their vehicle at the end of the storm.

Tenants who intend to be away from their unit are still responsible for adhering to this policy. Tenants who will be away on vacation, in the hospital, etc. should authorize another person to look after their vehicle/parking spot and be prepared to clear the vehicle and area in the event of inclement weather, hazards, or parking lot repairs. Failure to designate a responsible person or failure of the designated person to look after a Tenant's car does not exempt that vehicle from being towed at the owner's expense.

Brooklyn Housing Authority Inc. will periodically inspect parking areas and failure to comply will result in a lease violation.

### **Swimming Pools**

Sprinklers, swimming pools and water toys of any size are not allowed on the property, no exceptions. Hoses should not be attached to faucets under any circumstances.

### **Toys and Other Yard Items**

All bicycles must be stored inside the apartment. All outdoor toys and belongings must be brought in daily and stored inside your unit. Nothing should be placed or stored on the plant beds, either in the front or the back. Tenants are not allowed to have tents, gazebos, swing sets, or playscapes. If an item is too large or heavy to easily transport, then you should not have it on the property. *Brooklyn Housing Authority Inc. reserves the right to dispose of any item left unattended on the property without penalty to Brooklyn Housing Authority Inc.*

### **Water Beds**

Waterbeds are not permitted as they could cause structural damage.

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## **ASSISTANCE ANIMALS**

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303]

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as "service animals," "assistive animals," "support animals," or "therapy animals" – perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision
- Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to the BROOKLYN HOUSING AUTHORITY INC.'s pet policies.

### **APPROVAL OF ASSISTANCE ANIMALS**

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and Brooklyn Housing Authority Inc. approve a reasonable accommodation.

### **CARE AND HANDLING**

Tenants must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Tenants must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other tenants.

When a tenant's care or handling of an assistance animal violates these policies, Brooklyn Housing Authority Inc. will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If Brooklyn Housing Authority Inc. determines that no such accommodation can be made, Brooklyn Housing Authority Inc. may withdraw the approval of a particular assistance animal.

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### **Enterprise Income Verification (EIV) System & Security Policy**

EIV is a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs. This information assists HUD in making sure "the right benefits go to the right persons".

#### **EIV System Security Measures to Protect EIV Data**

The information processed by any EIV system can include wage and income data about private individuals, as well as identifying information such as Social Security Number, address and employment information. Brooklyn Housing Authority Inc. takes the following measures to ensure the security and safety of this information.

##### **Technical Safeguards:**

- All wireless internet systems are secure through the use of network encrypted passwords.
- All users are authenticated and certified through HUD before use of EIV is allowed.
- A Security Awareness Training Questionnaire must be completed annually. EIV will be blocked for those who fail to complete the questionnaire.

##### **Administrative Safeguards:**

- The EIV Coordinator ensures that access rights, roles and responsibilities are appropriately and adequately assigned.
- Copies of reports and information pulled from EIV are contained in a tenant's file in a locked office until such time the information can be destroyed.
- A completed and signed HUD 9886 form is kept on file signed by all Tenants age 18 and older to allow the access of information contained in the EIV system.
- This policy details standard operating procedures for EIV users and procedures relating to the security of EIV data.
- Staff attends an annual training related to EIV security
- All EIV users and non-EIV users with access to EIV documents must adhere to HUD's Rules of Behavior

##### **Physical Safeguards:**

- All EIV data is secured in locked filing cabinets and offices.
- Historical data is secured in a locked room until such time that it can be destroyed.
- Historical data is destroyed by shredding or by fire when the destroy date is reached.

#### **Security Breach Policy**

If EIV information has been compromised in any fashion, the EIV Coordinator will be notified. The HUD hotline will also be called to report the breach and instructions will be requested on how to proceed.



### **Consent for the Release of Information**

HUD 9886 is signed by each adult tenant providing the necessary consent for Brooklyn Housing Authority Inc. to review the information provided through the EIV system.

#### **Existing Tenants:**

- All Tenants age 18 and older are required to sign HUD's form 9886 prior to move in or at their annual recertification appointment. . .
- 30 days prior to a tenant turning 18, the tenant is notified that the requirement must be satisfied within 30 days of attaining age 18.
- Tenants only need to sign this form once during tenancy, unless their assistance ended and is reinstated, or another adult household member is added or turns 18. .

#### **Applicants:**

- All applicants age 18 and older are required to sign HUD's form 9886 at the move in appointment.
- Applicants who fail to sign the proper consent form are notified that their application will be returned to the wait list one time. If the same applicant refuses to sign the form at the next available apartment, the applicant will be removed from the wait list and notified via mail. The applicant will have 10 days to either sign the form or request a hearing to remain on the wait list.

### **Consent to Disclose an Individual's Information to Another Person or Entity**

The Federal Privacy Act (5 USC 552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of such individual. As such, the EIV data of an adult household member may not be shared (or a copy provided or displayed) with another adult household member or to a person assisting with the recertification process, unless the individual has provided written consent to disclose such information. However, Brooklyn Housing Authority Inc. is not prohibited from discussing how the household's income and rent were determined based on the total income reported and verified with the head of household.

#### **Plan of Action:**

- Brooklyn Housing Authority Inc. will require written consent from the tenant to provide income information to a third party.
- Without written consent, any request for income or rent information will not be permitted.

### **Emergency/Disaster Plan**

In the event of a Potentially Declared Disaster or other emergency the following plan will be implemented. Please note it is Brooklyn Housing Authority Inc. and HUD's goal to restore any damage to the property to a decent, safe, and sanitary condition as soon as possible.

Tenants should be aware that if you are displaced in an emergency, you are responsible for advising the office of your temporary housing location and your intentions during and after the emergency/disaster. Please provide the office with your temporary address and telephone number(s) immediately.

During this time please be advised that due to potentially dangerous conditions you may not have access to your possessions. Brooklyn Housing Authority Inc. will secure the property to the best of our ability immediately after the emergency and will make reasonable efforts to protect your personal property.

Tenants will need to contact their insurance agent (rental insurance) for any coverage on your personal property.

Disposal of any personal property will be done in accordance with local law. Brooklyn Housing Authority Inc. may also take action to terminate a lease and dispose of personal property in accordance with local law when displaced tenants indicate their intention **not** to return to the unit or fails to respond to a notice from the Brooklyn Housing Authority Inc. office.

In the event that the Brooklyn Housing Authority Inc. office has to be vacated, a notice will be published informing tenants how it can be contacted and the office will regularly inform you on the status of repairs and when you might re-occupy your residence.

Once the unit is repaired the Brooklyn Housing Authority Inc. office will contact you to return to your unit. Brooklyn Housing Authority Inc. will make every attempt to track displaced tenants by phone, mail, family, friends, by contacting FEMA, or some other method. At this time Brooklyn Housing Authority Inc. may offer an alternative unit to expedite a displaced tenant's return to a permanent residence. Please note, that once a tenant accepts any permanent housing they no longer have a right to return to the unit from which they were displaced.

Brooklyn Housing Authority Inc. will inform all displaced tenants in writing at least 60 days prior to the expected date that the unit will be ready for re-occupancy. The notice will be issued via regular and certified mail to the tenant's last known address.

Displaced tenants must respond within 30 days of the notice and inform the Brooklyn Housing Authority Inc. office of their intention to return or not and provide contact information. The response must be in writing, although the tenant may also call the Brooklyn Housing Authority Inc. office to indicate his or her decision and to ask any questions they may have about returning. If the tenant does not respond within 30 days from the date of the notice, a second notice will be issued notifying the tenant that he or she no longer has a right of return to the unit that the tenant occupied prior to the disaster or other emergency. Tenants indicating they wish to return will be given 60 days from the date the unit is ready for re-occupancy to re-occupy the unit.

Brooklyn Housing Authority Inc. may offer an available comparable unit to a displaced tenant if the unit that the tenant occupied before the disaster cannot be repaired or if the repairs require a long period of time to complete. If a returning tenant accepts an alternate unit, the tenant(s) is considered re-housed and not eligible for additional unit transfer except in accordance with the ACOP.

If a displaced tenant fails to return after notifying Brooklyn Housing Authority Inc. of their intention to return during the right to return period and there was no agreement to extend the time period, Brooklyn Housing Authority Inc. may take action to terminate the lease in accordance with local law and rent the unit. In this case the tenant no longer has a right to return to the unit and will be treated as a new applicant and will have no priority as a disaster displaced tenant on the waiting list.

### **Additional Resources**

#### **CT FEMA OFFICE**

Connecticut Office of Emergency  
Department of Emergency and Homeland Security  
25 Sigourney Street 6th floor  
Hartford, Connecticut 06106-5042  
(860) 256-0800  
(860) 256-0815 FAX  
[www.ct.gov/demhs](http://www.ct.gov/demhs) and/or [www.fema.gov](http://www.fema.gov)

American Red Cross  
209 Farmington Ave  
Farmington, CT 06032  
(877) 287-3327  
[www.redcross.org](http://www.redcross.org)

Connecticut Finance Housing Authority  
999 West Street  
Rocky Hill, CT  
(860) 721-9501

HUD Housing Discrimination Line  
800-669-9777 (Voice)

#### **National Housing Locator**

[http://portal.hud.gov/app\\_nhls/](http://portal.hud.gov/app_nhls/)  
(866) 373-9509

Rural Development State Office  
451 West Street, Suite 2  
Amherst MA 01002-2999  
(413)253-4300, (413)253-4590 TTY  
(413)253-4347 Fax

Salvation Army  
262 Main St, PO Box 707  
Norwich, CT  
Contact: [Envoys Steve & Paula Loveless](#)  
(860) 889-2329  
[www.salvationarmyusa.org](http://www.salvationarmyusa.org)

HUD Hartford Field Office  
One Corporate Center  
20 Church Street, 19th Floor  
Hartford, CT 06103-3220  
(860) 240-4800



### VAWA Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the Brooklyn Housing Authority Inc.'s office and submit a written request for a transfer to Brooklyn Housing Authority Inc.. Brooklyn Housing Authority Inc. will provide reasonable accommodation to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the Brooklyn Housing Authority Inc. program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### Confidentiality

Brooklyn Housing Authority Inc. will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives Brooklyn Housing Authority Inc. written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the *Notice of Occupancy Rights under the Violence Against Women Act For All Tenants* for more information about Brooklyn Housing Authority Inc.'s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### Emergency Transfer Timing and Availability

Brooklyn Housing Authority Inc. cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. Brooklyn Housing Authority Inc. will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. Brooklyn Housing Authority Inc. may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If Brooklyn Housing Authority Inc. has no safe and available units for which a tenant who needs an emergency transfer is eligible, Brooklyn Housing Authority Inc. will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, Brooklyn Housing Authority Inc. will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/ourprograms/stalking-resource-center>.

**Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking:**

**Connecticut Coalition Against Domestic Violence (CCADV)**

90 Pitkin St  
East Hartford, CT 06108  
[info@ctcadv.org](mailto:info@ctcadv.org)  
<http://www.ctcadv.org>

The CT Coalition Against Domestic Violence is a membership organization whose purpose is to work together to end domestic violence by changing the social conditions, beliefs and social actions that perpetuate abuse against women and children.

**Domestic Violence Hotline/Shelter**

(888) 774-2900 Statewide Domestic Violence Hotline  
(860) 774-8648 Voice/Collect calls accepted

**United Services**

1007 North Main St  
Dayville, CT 06241

I/we have read the above policies and understand that these policies are an attachment to our lease.

Signatures:

TENANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PROPERTY MANAGER

ATTACHMENT C **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all Information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

**ATTACHMENT D**

**Upper Village: Disclosure of Information on Methamphetamine Drug Lab Hazards**

**Lessor's Disclosure:**

A. Presence of methamphetamine drug lab hazards (check one):

☐ Known methamphetamine drug lab activities were conducted in the housing (please explain):

\_\_\_\_\_  
\_\_\_\_\_

☒ Lessor has no knowledge of methamphetamine drug activities in the housing.

B. Records and reports available to the lessor and Brooklyn Housing Authority Inc. (\_\_\_\_\_) (check one):

☐ Lessor has provided the lessee with all available records and reports pertaining to methamphetamine drug lab activities in the housing (list documents below): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

☒ Lessor has no reports or records pertaining to methamphetamine drug lab activities in the housing.

**Lessee's Acknowledgement** (initial) (if information is provided)

\_\_\_\_\_ Lessee has received copies of all information listed above.

**Agent's Acknowledgement** (initial)

\_\_\_\_\_ Agent has no information of methamphetamine drug activities in the housing and has informed the lessor of the lessor's obligations to disclose such activities. The lessor is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_

\_\_\_\_\_

# Authorization for the Release of Information/Privacy Act Notice to the U.S. Department of Housing and Urban Development and the Housing Agency/Authority (HA)

U.S. Department of Housing and Urban Development, Office of Public and Indian Housing

**PHA or IHA requesting release of information** (full address, name of contact person, and date):

Brooklyn Housing Authority Inc.  
Putnam Housing Authority, Kathy Carter, Executive  
Director 123 Laconia Ave Putnam CT 06260

**Authority:** Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544. This law requires you to sign a consent form authorizing: (1) HUD, and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; and (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service.

Section 104 of the Housing Opportunity and Modernization Act of 2016. The relevant provisions are found at 42 U.S.C. 1437n. This law requires you to sign a consent form authorizing the HA to request verification of any financial record from any financial institutions as defined in the Right to Financial Privacy Act (12 U.S.C. 3401)), whenever the HA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits.

**Purpose:** In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

**Uses of Information to be Obtained:** HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. **Private owners may not request or receive information authorized by this form.**

**Who Must Sign the Consent Form:** Each member of your family who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the family or whenever members of the family become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

Public Housing  
Housing Choice Voucher  
Section 8 Moderate Rehabilitation

**Failure to Sign Consent Form:** Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

**Revocation of consent:** If you revoke consent, the PHA will be unable to verify your information, although the data matches between HUD and other agencies will continue to automatically occur in the Enterprise Income Verification (EIV) System if the family is not terminated from the program.

## Sources of Information to be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self-employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages; and (b) financial institutions as defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever the HA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits. I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information.

**Consent:** I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form remains effective until the earliest of (i) the rendering of a final adverse decision for an assistance applicant; (ii) the cessation of a participant's eligibility for assistance from HUD and the PHA; or (iii) The express revocation by the assistance applicant or recipient (or applicable family member) of the authorization, in a written notification to HUD or the PHA.

**Signatures:**

Head of Household	Date		
Social Security Number (if any) of Head of Household		Other Family Member over age 18	Date
Spouse	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date

**Privacy Advisory.** Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). Purpose: This form authorizes HUD and the above-named HA to request income information to verify your household's income in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

**Penalties for Misusing this Consent:** HUD and the HA (or any employee of HUD or the HA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the HA for the unauthorized disclosure or improper use.

**OMB Burden Statement.** The public reporting burden for this information collection is estimated to be 0.16 hours for new admissions and .08 hours for household members turning 19, including the time for reviewing, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information income and assets is required for program eligibility determination purposes. The submission of the consent form is necessary (form-HUD 9886) so that PHAs can carry out the requirements of Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993 (42 U.S.C. 3544) and Section 104 of HOTMA to ensure that HUD and PHAs can verify eligibility and income information for applicants and participants. This information collection is protected from disclosure by the Privacy Act. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. When providing comments, please refer to OMB Approval No. 2577-0295. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

ATTACHMENT F

**Section 8 Project-Based Voucher Program  
Statement of Family Responsibility**

**OMB Burden Statement:** The public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.252(b), under which the PHA must give the family a packet that includes the family obligations under the program. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice:** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to certify the members of the family participating in the Section 8 project-based voucher program and the family's awareness of their family responsibilities under the program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

- 1. Certification.** The undersigned public housing agency (PHA) hereby certifies that the family consisting of the following members:

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is eligible to participate in the Section 8 project-based voucher program of this PHA and is approved to occupy a unit at:

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Under this program, the PHA makes housing assistance payments to owners for units leased and occupied by participating families.

2. **Tenant Rent.** The tenant rent is the portion of the monthly rent to owner paid by the family, and is based on the family's income, composition, and expenses. The PHA determines the tenant rent in accordance with HUD requirements.
3. **Changes in Tenant Rent.** A family's tenant rent may change because of changes in program requirements or changes in family income, composition, or expenses. Any change in a family's tenant rent will be effective on the date stated in a notice by the PHA to the family and owner.
4. **PHA Housing Assistance Payment.** The monthly housing assistance payment by the PHA to the owner for a unit leased by a family is the rent to owner minus the tenant rent (total tenant payment minus any applicable utility allowance). The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment.



**5. Family Right to Move.**

- (A) The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family elects to terminate the lease in this manner, the PHA must offer the family the opportunity for continued tenant-based rental assistance in accordance with HUD requirements.
- (B) Before providing notice to terminate the lease under paragraph (A), the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

**6. Family Obligations.**

- (A) Any family participating in the project-based voucher program of the undersigned PHA must follow the rules listed below in order to continue to receive housing assistance under the program. Any information the family supplies must be true and complete.
- (B) Each family member must:
  - 1. Supply any information that the PHA or HUD determines to be necessary for administration of the program.

2. Supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
4. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
5. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
6. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
7. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
8. Use the assisted unit for residence by eligible family members. The unit must be the family's only residence.
9. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
10. Request PHA written approval to add any other family member as an occupant of the unit.

11. Promptly notify the PHA in writing if any family member no longer lives in the unit.
12. Give the PHA a copy of any owner eviction notice.
13. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
14. Submit evidence of citizenship or eligible immigration status if they are seeking assistance. Families in which all members are U.S. citizens or have eligible immigration status are eligible for assistance. Mixed families, in which at least one member is a U.S. citizen or has eligible immigration status and at least one member does not contend eligible immigration status, are eligible for pro-rated assistance.

(C) The family (including each family member) must not:

1. Own or have any interest in the unit.
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

5. Sublease or let the unit or assign the lease or transfer the unit.
6. Receive project-based voucher assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive project-based voucher assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right of peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

**7. Termination of Assistance.** The PHA may terminate housing assistance for any grounds authorized in accordance with HUD requirements, including family violation of any obligation under Section 6 of this Statement of Family Responsibility.

**8. Illegal Discrimination.** If the family has reason to believe that it has been discriminated against on the basis of age, race, color, religion, sex

(including sexual orientation and gender identity), disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint. Eligibility for HUD's programs must be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

9. **Violence Against Women Act (VAWA).** VAWA and HUD's implementing regulations provide housing protections for victims of domestic violence, dating violence, sexual assault, and stalking. The PHA will provide the Notice of Occupancy Rights and Certification Form and is responsible for having an emergency transfer plan. The lease addendum also includes a description of specific protections.
10. **HUD Requirements.** HUD requirements for the Section 8 project-based voucher program are issued by Headquarters as regulations, Federal Register notices, or other binding directives. The Statement of Family Responsibility shall be interpreted and implemented in accordance with HUD requirements.

KEEP THIS DOCUMENT FOR YOUR RECORDS

**Family**

**Name of Family Representative:**

Address, Telephone Number:

Signature of Family Representative, Date:

**Public Housing Agency**

Name of PHA:

**Brooklyn Housing Authority Inc / Putnam Housing Authority**

Address, Telephone Number:

**123 Laconia Avenue Putnam CT 06260**

**(860) 963-6829**

Signature of PHA Representative, Title, Date:

**, Property Manager**

**Tenancy Addendum  
Section 8 Project-Based  
Voucher Program**  
(to be attached to the lease)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

Attachment G

**OMB Burden Statement.** Public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.256(b)(3), under which the lease between the owner and the tenant must include a HUD-required tenancy addendum. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice:** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 983.256(b)(3). The information is used to provide Section 8 PBV assistance in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

**Instructions for use of Tenancy Addendum:**

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins). See section by section instructions.

Part B: Tenancy addendum (no information is entered in this part).

**How to fill in Part A - Section by Section Instructions:**

**Section 2: Tenant**

Enter full name of tenant.

**Section 3. Contract Unit**

Enter address of unit, including apartment number, if any.

**Section 4. Household Members**

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

**Section 5. Initial Lease Term**

Enter first date and last date of initial lease term. The initial lease term must be for at least one year. 24 CFR § 983.256(f).

**Section 6. Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term.

**Section 7. Initial Tenant Rent**

Enter the initial monthly amount of tenant rent.

**Section 8. Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 9. Utilities and Appliances**

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

## Part A of the Tenancy Addendum

(Fill out all of the information in Part A.)

1. **Contents of Tenancy Addendum**

This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

2. **Tenant**

--

3. **Contract Unit**

--

4. **Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

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5. **Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): \_\_\_\_\_

The initial lease term ends on (mm/dd/yyyy): \_\_\_\_\_

6. **Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

7. **Initial Tenant Rent**

The initial tenant rent is: \$ \_\_\_\_\_ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

8. **Initial Housing Assistance Payment**

At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is \$ \_\_\_\_\_ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

Previous editions are obsolete

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(04/2023)  
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## 9. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type			Paid by
Heating	<input checked="" type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	O
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas <input checked="" type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	T
Water Heating	<input checked="" type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	O
Other Electric				T
Water				O
Sewer				O
Trash Collection				O
Air Conditioning				T
				Provided by
Refrigerator				O
Range/Microwave				O/T
Other (specify)				

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

### Signatures:

#### Owner

Brooklyn Housing Authority Inc.

Print or Type Name of Owner

Signature

Linda Laflamme, Property Manager

Print or Type Name and Title of Signatory

Date

#### Tenant

Print or Type Name of Family Representative

Signature

Print or Type Name of Family Representative

Date

Previous editions are obsolete

## **Part B of the Tenancy Addendum**

### **1. Section 8 Project-Based Voucher (PBV) Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 PBV program of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the public housing agency (PHA) under the PBV program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

### **2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

### **3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the PBV program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may be used for residence only by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

### **4. Rent to Owner**

- a. The initial and redetermined rent to owner are established in accordance with HUD requirements.
- b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
  - (2) Rent charged by the owner for comparable unassisted units in the premises.

## **5. Family Payment to Owner**

- a. The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.
- f. The owner must immediately return any excess rent payment to the tenant.

## **6. Other Fees and Charges**

- a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

## **7. Maintenance, Utilities, and Other Services**

### **a. Maintenance**

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

### **b. Utilities and Appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family Damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing Services. The owner must provide all housing services as agreed to in the lease.

## **8. Termination of Tenancy by Owner**

a. Requirements. The owner may terminate the tenancy only in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may terminate the tenancy only because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause includes:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Automatic Renewal of the Lease

Although the lease automatically renews (for successive definite terms or for an indefinite extension of the term, as provided for in the lease), an owner may terminate the lease for good cause.

f. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

(1) Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

(2) Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

(3) Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault or stalking.

(4) Definition: As used in this section, the terms "actual and imminent threat," "affiliated individual," "bifurcate," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

(5) VAWA Notice and Certification Form: The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA" and the certification form described under 24 CFR 5.2005(a)(1) and (2).

(6) Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:

(a) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the tenant on the basis of or as a direct result of the fact that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(b) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the tenant's household or any guest or other person under the tenant's control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the tenant or an affiliated individual of the tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(c) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall such incident or incidents be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

(7) **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the tenant's household. 24 CFR 5.2005(d)(1).

(8) **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the landlord to evict or the public housing authority to terminate the assistance of a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

(9) **Actual and Imminent Threats:**

(a) Nothing in this section will be construed to limit the authority of the landlord to evict the tenant if the landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(b) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

(10) **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan, which must be made available upon request, must:

(a) Incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

(b) Give the victim priority to receive the next available opportunity for continued tenant-based rental assistance if they have been living in the PBV unit for one year or more. 24 CFR 983.261;

(c) Describe policies or efforts a PHA will take when the victim has been living in a unit for less than one year, or the victim seeks to move sooner than a tenant-based voucher will be available.

(d) For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

(11) Bifurcation: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the tenant's household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the landlord may "bifurcate" the lease, or remove that household member from the lease, without regard to whether that household member is a signatory to the lease, in order to evict, remove, or terminate the occupancy rights of that household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the Housing Choice Voucher program. 24 CFR 5.2009(a). If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

(a) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(b) Establish eligibility under another covered housing program; or;

(c) Find alternative housing.

(12) Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA may offer the victim the opportunity for continued tenant-based rental assistance.

(13) Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency, if:

(a) The move was needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and

(b) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 983.261.

(15) Confidentiality:

- (a) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (b) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (c) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

g. Eviction by Court Action. The owner may evict the tenant only by a court action.

#### h. Owner Notice of Grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

### 9. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

### 10. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

Upon termination or expiration of the HAP contract without extension, each family assisted under the contract may elect to use its assistance to remain in the same project if the family's unit complies with the inspection requirements, the rent for the unit is reasonable, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount for tenant-based utilities) exceeds the applicable payment standard.

### 11. Family Right to Move

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental

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assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

## **12. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

## **13. Prohibition of Discrimination**

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status, or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

## **14. Conflict with Other Provisions of Lease**

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

## **15. Changes in Lease and Rent**

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

## **16. Written Notices**

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Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

## 17. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Excepted Unit.** A contract unit in a multifamily building not counted against the per-building cap on PBV assistance (25 units or 25 percent of the units in the project, whichever is greater) (see 24 CFR § 983.56(b)).

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 PBV program.

**HUD.** The U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 project-based voucher program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenant.** The family member (or members) who leases the unit from the owner.



## Attachment H

**U.S. Department of Housing and Urban Development**  
**Office of Public and Indian Housing**
**DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS**

**Paperwork Reduction Notice:** Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any record keeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 06/30/2026.

**NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:**

- Public Housing (24 CFR 960)
- Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)
- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

**What information about you and your tenancy does HUD collect from the PHA?**

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

**Who will have access to the information collected?**

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

**How will this information be used?**

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

**How long is the debt owed and termination information maintained in EIV?**

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date or such other period consistent with State Law.

**What are my rights?**

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

**What do I do if I dispute the debt or termination information reported about me?**

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record. Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

**This Notice was provided by the below-listed PHA:**

Putnam Housing Authority  
Brooklyn Housing Authority Inc.  
123 Laconia Avenue  
Putnam, CT 06260

**I hereby acknowledge that the PHA provided me with the  
Debts Owed to PHAs & Termination Notice:**

**Signature**

**Date**

**Printed Name**

**Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

**When should I receive this form?** A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

**What is the Violence Against Women Act ("VAWA")?** This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act ("VAWA"). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

**What if I require this information in a language other than English?** To read this information in Spanish or another language, please contact the Putnam Housing Authority at (860) 963-6829 or [info@putnamhousing.org](mailto:info@putnamhousing.org). You can read translated VAWA forms at [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4). If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

**What do the words in this notice mean?**

- ☐ *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- ☐ *Victim* means any victim of *VAWA violence/abuse*.
- ☐ *Affiliated person* means the tenant's spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant's household; or anyone for whom the tenant acts as parent/guardian.
- ☐ *Covered housing program*<sup>1</sup> includes the following HUD programs:
  - o Public Housing
  - o Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
  - o Section 8 Project-Based Rental Assistance (PBRA)
  - o Section 8 Moderate Rehabilitation Single Room Occupancy
  - o Section 202 Supportive Housing for the Elderly
  - o Section 811 Supportive Housing for Persons with Disabilities
  - o Section 221(d)(3)(d)(5) Multifamily Rental Housing
  - o Section 236 Multifamily Rental Housing
  - o Housing Opportunities for Persons With AIDS (HOPWA) program
  - o HOME Investment Partnerships (HOME) program
  - o The Housing Trust Fund
  - o Emergency Solutions Grants (ESG) program
  - o Continuum of Care program
  - o Rural Housing Stability Assistance program

<sup>1</sup> For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act's Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingSimnt092024.pdf>.

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☐ **Covered housing provider** means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

**What if I am an applicant under a program covered by VAWA?** You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

**What if I am a tenant under a program covered by VAWA?** You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

**How can tenants request an emergency transfer?** Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
  - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
  - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan, contact the Putnam Housing Authority at (860) 963-6829 or [info@putnamhousing.org](mailto:info@putnamhousing.org). The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

**Can the perpetrator be evicted or removed from my lease?** Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

**What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance?** In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.



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<b>Covered Housing Program(s)</b>	<b>Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.</b>
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	<p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p> <p>For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.</p>
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	<p>The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing.</p> <p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p>
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

**Are there any reasons that I can be evicted or lose assistance?** VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from

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assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

**What do I need to document that I am a victim of VAWA abuse/violence?** If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. **BUT** the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form-HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; OR
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

**Will my information be kept confidential?** If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or 3. If other applicable law requires the covered housing provider to share the information.

**How do other laws apply?** VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

**Can I request a reasonable accommodation?** If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out



NOTICE OF OCCUPANCY RIGHTS UNDER

U.S. Department of Housing and Urban Development

THE VIOLENCE AGAINST WOMEN ACT OMB Approval No. 2577-0286 HUD-5380: Rights for Survivors

Expires 1/31/2028

forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact the Putnam Housing Authority at (860) 963-6829 or [info@putnamhousing.org](mailto:info@putnamhousing.org). Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Have your protections under VAWA been denied?** If you believe that the covered housing provider has violated these rights, you may seek help by contacting the Hartford HUD Field Office at (860) 240-4800. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/VAWA](https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA). To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

**Need further help?**

- ☐ For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- ☐ To talk with a housing advocate, contact United Services Domestic Violence Program at (860) 774-2020.

**Public reporting burden** for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**Brooklyn Housing Authority Inc.**  
**Extermination / Bed Bug Policy**

Attachment J

Brooklyn Housing Authority Inc. is committed to providing decent, safe, and sanitary housing. You have the right to have a pest free home and both you and Brooklyn Housing Authority Inc. must work together proactively to solve any pest problems that may occur. Cockroaches, bed bugs, ants, mice, or anything living in your space that does not belong is considered a pest. With the pandemic of bed bugs throughout the United States, it has become necessary to adopt this Extermination/Bed Bug Policy regarding pest control, in general, and bed bug elimination, specifically.

1. **Move-In.** Brooklyn Housing Authority Inc. shall inspect each dwelling unit and confirm no bed bug infestations prior to each tenant's move-in date. Tenants must ensure that all furnishings and other personal property moved into a dwelling unit are free of bed bugs or cockroaches. Tenants must agree to maintain the dwelling unit in a condition that prevents infestation from occurring.
2. **Housekeeping and Inspection.** Tenants shall ensure good housekeeping is practiced in the dwelling unit, including, at minimum, the following steps:
  - a. Removing all clutter. Reducing clutter reduces places where pests, particularly bed bugs and cockroaches, can nest and hide.
  - b. Keeping the dwelling unit clean, vacuuming, mopping and dusting regularly. This is especially important around and under the bed and drapes.
  - c. Inspecting any second-hand furniture, especially mattresses, and ensure all are pest-free before bringing onto Authority-owned property.
  - d. Not bringing discarded or found items into the dwelling unit.
3. **Duty to Report.** Tenants shall report any problems related to pests immediately, specifically:
  - a. Reporting any signs of pests, especially bed bugs, immediately. Even a few bed bugs can multiply quickly to create a major infestation that can spread to other units.
  - b. Reporting any maintenance problems immediately. Pests can hide in cracks, holes or other openings.
4. **Mandatory Cooperation.** Tenants shall allow access to their dwelling units for pest inspection or control measures. Tenants shall cooperate with the necessary pest control measures, including:
  - a. Providing pest control professionals access to the dwelling unit upon a reasonable (48-hour) notice to inspect and treat if necessary.
  - b. Completing all of the required items on the Bed Bug Treatment Agreement and Preparation Sheet prior to the date and time specified on the 48-hour notice.
  - c. Not selling, giving away or leaving infested furniture or other items in common areas, in any other dwelling units, or setting them next to a dumpster. Discarded items must be placed in a large plastic bag, sealed completely and disposed of as directed by Authority staff. There will be no disposal charges to any items disposed of appropriately. However, disposal charges will be assessed to tenants for items which are not disposed of appropriately.
5. **Personal Property.** The Authority shall not be liable to any tenant for any loss of personal property as a result of an infestation of bed bugs. Tenants are encouraged to obtain personal property insurance to cover such losses.

**Result of Violation.** A material violation of this Policy by an Authority tenant or tenant's guest shall be a material breach of that tenant's public housing lease and may be good cause for termination or non-renewal by the Authority. The following will be considered material violations:

- a. Any misrepresentation as to compliance with this Policy.
- b. Refusal to execute the Bed Bug Treatment Agreement and Preparation Sheet.

- c. Failure to promptly notify the Authority of the presence of bed bugs or other pests.
- d. Failure to adequately prepare for treatment, as determined by a pest control professional in his or her sole discretion.
- e. Refusal to allow the Authority to inspect a dwelling unit.
- f. Any action which prevents treatment of the dwelling unit and potentially exacerbates or increases infestation.

I/we have read the above policy and understand that this policy is an attachment to our lease.

**Signatures:**

**TENANT:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**PROPERTY MANAGER** \_\_\_\_\_

## **Smoking Policy (Attachment K)**

All apartments at this property are smoke-free. Smoking, defined herein as including but not limited to, the burning of any tobacco or other combustible or smoke producing product, including medical marijuana is not permitted anywhere inside properties owned by Brooklyn Housing Authority Inc. This means there will be no smoking in the units or common areas. You will be permitted to smoke legal products (marijuana (including medical marijuana) is federally illegal) outside of your unit as long as you maintain a distance of 25 feet away from any doors, windows or common areas.

Smoking is prohibited in any area of the property, both private and common, indoors and within 25 feet of the building(s) including entryways and windows. This policy applies to all tenants, guests, service persons, maintenance personnel, and staff. Tenants are responsible for ensuring that family members, other household members, and guests comply with this rule.

Environmental Tobacco Smoke (ETS) can migrate between units in multifamily housing, potentially contributing to respiratory illness, heart disease, cancer, and other adverse health effects in neighboring families. The U.S. Department of Housing and Urban Development (HUD) is encouraging owners to adopt non-smoking policies and now requires owners to encourage non-smoking in family housing by promoting non-smoking policies in their housing units.

This policy was passed to protect the health of our tenants, staff, and guests. Secondhand smoke is a Class A carcinogen, which means it is a cancer causing agent and there is no safe level of exposure. Second hand smoke can travel through doorways, windows, wall joints, plumbing spaces, and even light fixtures. Second hand smoke from one unit to another can adversely affect the health of Tenants in other units.

If you or family members are interested in more information, please visit the following website which can explain the benefits of living in a smoke-free environment in greater detail:

[www.smokefreeforme.org](http://www.smokefreeforme.org)

This website will also link you to a number of resources that can help if you are considering quitting smoking.

Important facts to remember regarding this policy include:

- Tenants and their families will be safer from fires.
- The air will be healthier for everybody who lives in a smoke-free building.

- There will be less damage to the units.
- A no-smoking rule is not a 'no-smoker rule.' Smokers will simply have to step outside (as most smokers already do), and away from the building.

Repeated violations of the no-smoking policy may be considered a material noncompliance with lease requirements and may result in termination of tenancy.

In addition, any damage caused by violation of the policy will become the financial responsibility of the household (yellow walls, etc.).

If our maintenance staff has to clean-up cigarette butts from your yard, you will be charged \$25.00 per occurrence.

I/we have read the above policy and understand that this policy is an attachment to our lease.

**Signatures:**

**TENANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PROPERTY MANAGER

## **PET POLICY**

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

### **Attachment L**

#### **Registration of Pets**

Pets must be registered with Brooklyn Housing Authority Inc. before they are brought onto the premises. Tenants are permitted ONE pet per household. Tenants will be required to provide certification from a licensed veterinarian that the pet has been spayed or neutered, is current with all required inoculations, and is free of insect infestation. If the pet is a dog the tenant must show proof of liability insurance of not less than \$10,000 and include Brooklyn Housing Authority Inc. as additional insured. This insurance must be acquired prior to a dog being approved. The tenant should arrange to bring the pet to Brooklyn Housing Authority Inc. office to have photographs taken for identification purposes. Approval for the keeping of a pet will not be extended to any tenant pending the completion of these requirements.

Registrations are renewed annually. Proof of license, inoculation and insurance requirements shall be provided to Brooklyn Housing Authority Inc. when renewing the registration.

#### **Refusal to Register Pets**

If Brooklyn Housing Authority Inc. refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements. The notice of refusal may be combined with a notice of pet violation.

Brooklyn Housing Authority Inc. will refuse to register a pet if:

- The pet is not a common household pet as defined in this policy
- Keeping the pet would violate House Rules
- The pet owner fails to provide complete pet registration information
- The pet owner fails to update the registration annually
- Brooklyn Housing Authority Inc. reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with the provisions of the lease.

#### **Types of Pets Allowed**



Tenants are allowed to have the following common household pets only. No other type of pet is allowed:

#### Dog

- Maximum number: 1
- Maximum adult weight: 25 pounds
- Maximum adult height: 14 inches to shoulder
- Minimum age: 6 months
- Must be housebroken
- Must be treated for flea and tick prevention every 3 months
- Must wear collar with identification tag
- Must be licensed in accordance with local ordinance

#### Cat

- Maximum number: 1
- Minimum age: 6 months
- Must be indoor only
- Must be spayed or neutered
- Must have all state required inoculations
- Must be housebroken
- Must be treated for flea and tick prevention every 3 months

#### Bird

- Maximum number: 2
- Must be caged in 1 cage
- Common household type only

#### Fish Aquarium

- Maximum size: 10 gallons
- Maximum number: 1 aquarium

- Must be on appropriate weight bearing stand

#### Hamster/Gerbil/Rabbit/Guinea Pig

- Maximum number: 2
- Must be caged in 1 cage

#### The following types of pets are not allowed:

- Domesticated dogs that exceed 25 pounds
- Vicious or intimidating animals
- Dog breeds including Pit Bull, Rottweiler, Boxer, Doberman, and German Shepherd
- Breeding pets
- Wild, feral, or any other animal that is not amenable to routine human handling
- Poisonous animals of any kind
- Insects
- Fish in aquariums exceeding ten (10) gallons in capacity
- Non-human primates
- Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit
- Pot-bellied pigs
- Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites or lacerations to small children
- Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children
- Chicks, turtles, frogs, or other animals that pose a significant risk of salmonella infection to those who handle them
- Pigeons, doves, mynahs, psittacosis, and birds of other species that are hosts to the organisms that cause psittacosis in humans

- Snakes or other kinds of reptiles

### **Pet Agreement**

Tenants who have been approved to have a pet must enter into a Pet Agreement with Brooklyn Housing Authority Inc.. The Tenant will certify, by signing the Pet Agreement that the Tenant will adhere to the following rules:

- Agree that the tenant is responsible and liable for all damages caused by their pet.
- All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.
- All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.
- Tenants shall not feed any stray animals. Feeding stray animals or keeping stray or unregistered animals, will be considered having a pet without permission.
- No animals may be tethered or chained outside or inside the dwelling unit.
- When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure. All pets must be under the control of a responsible adult and kept off other tenant's lawns. All pets must wear collars with identification tags at all times. Pets that are unleashed, left unattended on the property, tethered to a fixed object, or without a collar will be picked-up immediately and transported to a local facility for stray animals. It shall be the responsibility of the pet owner to reclaim the pet at the expense of the pet owner. Also, if a member of the staff has to take a pet to an Animal Shelter, the tenant will be charged \$50.00 to cover the expense of taking the pet there.
- All fecal matter deposited by the pet must be promptly and completely removed from any common area, inside or outside. Failure to do so will result in a pet waste removal charge of \$10.00. All animal waste or litter from litter boxes shall be picked up immediately by the pet owner, disposed of in a sealed plastic trash bag, and placed in a trash bin immediately. Litter shall not be disposed of by being flushed down a toilet.
- Litter boxes shall be stored inside the tenant's dwelling unit or in animal enclosures maintained within the dwelling unit and must be removed or replaced regularly. No litter can be placed in the toilets. Failure to do so will result in a pet waste removal charge.
- The tenant shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

- Effective flea control, by measures that produce no toxic hazard to children who may come into contact with treated animals is required of all tenant pet owners.
- Brooklyn Housing Authority Inc. has right to enter the tenant's dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.
- Brooklyn Housing Authority Inc. has right to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at the pet owner's expense. The tenant shall be responsible for any impoundment fees, and Brooklyn Housing Authority Inc. accepts no responsibility for pets so removed.
- Failure to abide by any animal-related requirement or restriction constitutes a violation of the tenant obligations in the tenant's Lease Agreement.
- Tenants will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other Tenants in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.
- Tenant pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.
- Pets, as applicable, must be weighed by a veterinarian. A statement containing the weight of the pet must be provided to Brooklyn Housing Authority Inc. prior to the execution of this agreement and upon request by Brooklyn Housing Authority Inc.. Any pet that is not fully grown will be weighed every six months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from the property.
- Whenever an inspection or maintenance work is scheduled, the tenant must either be at home or have all animals caged. If a maintenance person enters an apartment where an animal is not restrained, scheduled maintenance shall not be performed, and the tenant will be charged a fee of \$25.00. If this situation occurs a second time, the pet(s) shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by the staff and taken to a local animal shelter. It shall be the responsibility of the tenant to reclaim the pet at their own expense. Also, if a member of the staff takes a pet to the animal shelter, the tenant will be charged an additional \$50.00 to cover the expense of transporting the pet. Brooklyn Housing Authority Inc. shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the staff.

## FEES

## Deposits for Pets

Tenants are required to pay a pet deposit of \$50.00 for each animal at the time of registration. The pet deposit serves the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet. Pet Deposits are not a part of rent payable by the tenant.

No pet shall be allowed in the unit prior to the completion of the terms of the pet policy. It shall be a serious violation of the lease for any tenant to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a serious violation of your lease and Brooklyn Housing Authority Inc. will issue a termination notice. The tenant will be entitled to a grievance hearing in accordance with the provisions of Brooklyn Housing Authority Inc.'s grievance procedures, as applicable.

The tenant will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed.

Brooklyn Housing Authority Inc. reserves the right to change or increase the required deposit by amendment to these rules.

Brooklyn Housing Authority Inc. will refund the pet deposit to the tenant, less any damage caused by the pet to the dwelling unit, within a reasonable time after the tenant moves or upon removal of the pet from the unit. Brooklyn Housing Authority Inc. will provide a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged against the pet deposit, Brooklyn Housing Authority Inc. will provide a meeting to discuss the charges. All reasonable expenses incurred by Brooklyn Housing Authority Inc. as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the tenant, including, but not limited to:

- The cost of repairs or replacements to the tenant's dwelling unit
- The cost of repairs or replacements to the common areas
- Fumigation of the dwelling unit

If the tenant is in occupancy when such costs occur, the tenant will be billed for such costs as a current charge. If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The tenant will be billed for any amount that exceeds the pet deposit.

## Annual Fee

A fee of \$24.00 per pet is charged annually. At this time tenants are required to provide updated vaccination and licensing (if required).

## **Waste Removal**

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, Brooklyn Housing Authority Inc. may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the tenant.

## **Pet-Related Damages during Occupancy**

All reasonable expenses incurred by Brooklyn Housing Authority Inc. as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the tenant, including:

- The cost of repairs and replacements to the tenant's dwelling unit
- Fumigation of the dwelling unit
- Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the tenant.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the tenant.

## **Designation of Pet-Free Areas**

The playgrounds and Brooklyn Housing Authority Inc. offices are designated as no-pet areas.

## **Pets Temporarily on Premises**

Only service animals and registered pets are allowed on the grounds. Tenants are prohibited from feeding or harboring stray animals. This rule excludes visiting pet programs sponsored by a

humane society or other non-profit organization and approved by Brooklyn Housing Authority Inc.. State or local laws governing pets temporarily in dwelling accommodations shall prevail.

### **Pet Care**

No pet, with the exception of fish, shall be left unattended in the dwelling unit for a period in excess of 12 consecutive hours. All tenant pet owners shall be responsible for adequate care, nutrition, exercise, and medical attention of their pets.

Tenant pet owners must recognize that other Tenants may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other Tenants.

### **Responsible Party**

The tenant pet owner will be required to designate at least one responsible party who can care for the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

### **Pet Rule Violation Notice**

The authorization for a common household pet may be revoked at any time subject to Brooklyn Housing Authority Inc.'s grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Tenants who violate these rules are subject to: Mandatory removal of the pet from the premises within thirty (30) days of notice by Brooklyn Housing Authority Inc.; or, if for a threat to health and safety, removal within twenty-four (24) hours of notice.

### **Lease Termination Proceedings**

If a determination is made on objective facts supported by written statements, that a tenant pet owner has violated the pet rule policy, written notice will be served. The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state that:

- The tenant pet owner has five (5) business days from the date of notice to correct the violation or make written request for a meeting to discuss the violation;
- That the tenant pet owner may be accompanied by another person of his or her choice at the meeting; and
- That the tenant pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

#### Notice for Pet Removal

If the tenant pet owner and Brooklyn Housing Authority Inc. are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by Brooklyn Housing Authority Inc., notice may be served to remove the pet. The Notice shall contain:

- A brief statement of the factual basis for Brooklyn Housing Authority Inc.'s determination of the pet rule that has been violated;
- The requirement that the tenant pet owner must remove the pet within ten (10) days of the notice; and
- A statement that failure to remove the pet may result in the initiation of procedures to terminate tenancy.

#### Termination of Tenancy

Brooklyn Housing Authority Inc. may initiate procedures for termination of tenancy based on a pet rule violation if:

- The tenant pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and
- The pet rule violation is sufficient to begin procedures to terminate tenancy under the terms of the lease.



## **Pet Removal**

Pets may not be left unattended for more than 12 consecutive hours, with the exception to fish. If it is reported to staff that a pet has been left unattended for more than 12 consecutive hours, staff may enter the unit and remove the pet and transfer the pet to an animal shelter. Any expense to remove and reclaim the pet from the animal facility will be the responsibility of the tenant. In the case of an emergency, Brooklyn Housing Authority Inc. will work with the tenant to allow more than 12 hours for the tenant to make accommodations for the pet.

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the tenant pet owner. This includes pets that are poorly cared for or have been left unattended for over 12 hours.

If the responsible party is unwilling or unable to care for the pet, or if Brooklyn Housing Authority Inc. after reasonable efforts cannot contact the responsible party, Brooklyn Housing Authority Inc. may contact the appropriate State or local agency and request the removal of the pet, or Brooklyn Housing Authority Inc. may place the pet in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, Brooklyn Housing Authority Inc. may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.

Brooklyn Housing Authority Inc. may move to require removal of a pet from the premises on a temporary or permanent basis for the following causes:

- Creation of a nuisance after proper notification consistent with these pet rules. Notice shall be within a forty-eight (48) hour period
- Excessive pet noise or odor with proper notification
- Unruly or dangerous behavior
- Excessive damage to the tenant's apartment
- Repeated problems with vermin flea infestation
- Failure of the tenant to provide adequate appropriate care of the pet
- Leaving a pet unattended for more than 12 hours
- Serious illness or death of tenant pet owner
- Failure to observe any other rule contained in this section and not here listed, upon proper notification

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

### Emergencies

Brooklyn Housing Authority Inc. will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for Brooklyn Housing Authority Inc. to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

Requests for reason accommodations of this policy should be directed to:

Linda Laflamme, Property Manager  
(860) 963-6829 ext. 261  
[lindalaflamme@putnamhousing.org](mailto:lindalaflamme@putnamhousing.org)

I/we have read the above policy and understand that this policy is an attachment to our lease.

### Signatures:

TENANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PROPERTY MANAGER