

## 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, Tincluded 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