



# MNP/W PACT PARTNER

租賃介紹  
第 2 部份

2023 年 10 月 25 日下午 1:00

Union Settlement Community Center  
237 E 104th Street, New York, NY 10029

報告者：

THE COMMUNITY  
BUILDERS

ASCENDANT  
NEIGHBORHOOD DEVELOPMENT  
BUILDING HOMES.  
RAISING UP COMMUNITIES

MDG  
DEVELOPMENT  
MANAGEMENT  
CONSTRUCTION

W  
WAVECREST  
MANAGEMENT

terrain



## 議程

- 什麼是「永久合理租金之共同承諾」(PACT)
- 關於我們
- 住戶需求評估狀況
- 租賃介紹
- 即將召開的會議議程
- 問題與回答

什麼是「永久合理租金之共同承諾」(PACT)？

# 什麼是「永久合理租金之共同承諾」(PACT)？

## PACT 投資與改善

- 紐約市房屋局 (NYCHA) 需要 783 億美元來全面翻新及改造其住房，但聯邦政府只提供了所需資金的一小部份。
- 經由 PACT，將開發項目納入租金援助示範 (RAD) 中，並轉換為一個更穩定的、由聯邦政府資助的計劃，稱為基於項目的第 8 節。
- PACT 釋放資金以完成全面維修，同時使住房永遠負擔得起，並確保住戶享有與他們在公共住房計劃中擁有的相同基本權利。



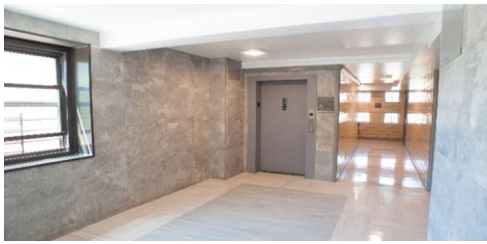
在 Twin Parks West 的翻新公寓



在 Baychester 的場地改善



在 Ocean Bay (Bayside) 的修復屋頂和太陽能電池板系統



在 Ocean Bay (Bayside) 的翻新大樓入口

# PACT 如何運作

PACT 有賴於與私營和非營利發展合作夥伴的合作關係，這些合作夥伴是根據住戶的意見而選出。

## 全面維修

開發合作夥伴帶來了設計和建設方面的專業知識。他們解決了開發過程中所有的物質需求。

## 專業管理

物業管理合作夥伴負責大樓和場地日常營運和維護。

## 加強服務

與社會服務提供者的合作關係有助於透過住戶意見改善現場服務和規劃。

## 公共控制： NYCHA 和住戶

您的開發項目將仍為公共控制。在轉換後，NYCHA 將繼續擁有土地和大樓、管理第 8 節補貼和候補名單，並監督開發項目的情況。如有需要，NYCHA 能夠介入解決住戶與新物業管理團隊之間可能出現的任何問題。

# PACT 住戶保護

- 租金將是您家庭收入的 30% 。\*
- 您將有權組織。
- 住戶協會將繼續獲得資助。
- 您將有權續租。
- 在轉換時將不會重新篩查您的申請。
- 您可以將親戚加到您的租約中。
- 您將繼續擁有繼承權。
- 您可以舉行申訴聽證會。
- 您將有機會申請 PACT 創造的職位。

\*例外情況可能適用於支付固定租金的家庭、目前參加第 8 節的租戶或符合 HUD 所定義的混合家庭。

關於我們

# 關於我們

開發團隊、總承包商和物業管理公司

THE **C**OMMUNITY  
**B**UILDERS

**ASCENDANT**  
NEIGHBORHOOD DEVELOPMENT

BUILDING  
HOMES,  
RAISING UP  
COMMUNITIES

**MDG**  
DEVELOPMENT  
MANAGEMENT  
CONSTRUCTION

**W**  
WAVECREST  
MANAGEMENT

建築師、景觀設計師和可持續發展顧問

**PAUL A.  
CASTRUCCI,  
ARCHITECTS**  
PASSIVE HOUSE DESIGN FIRM

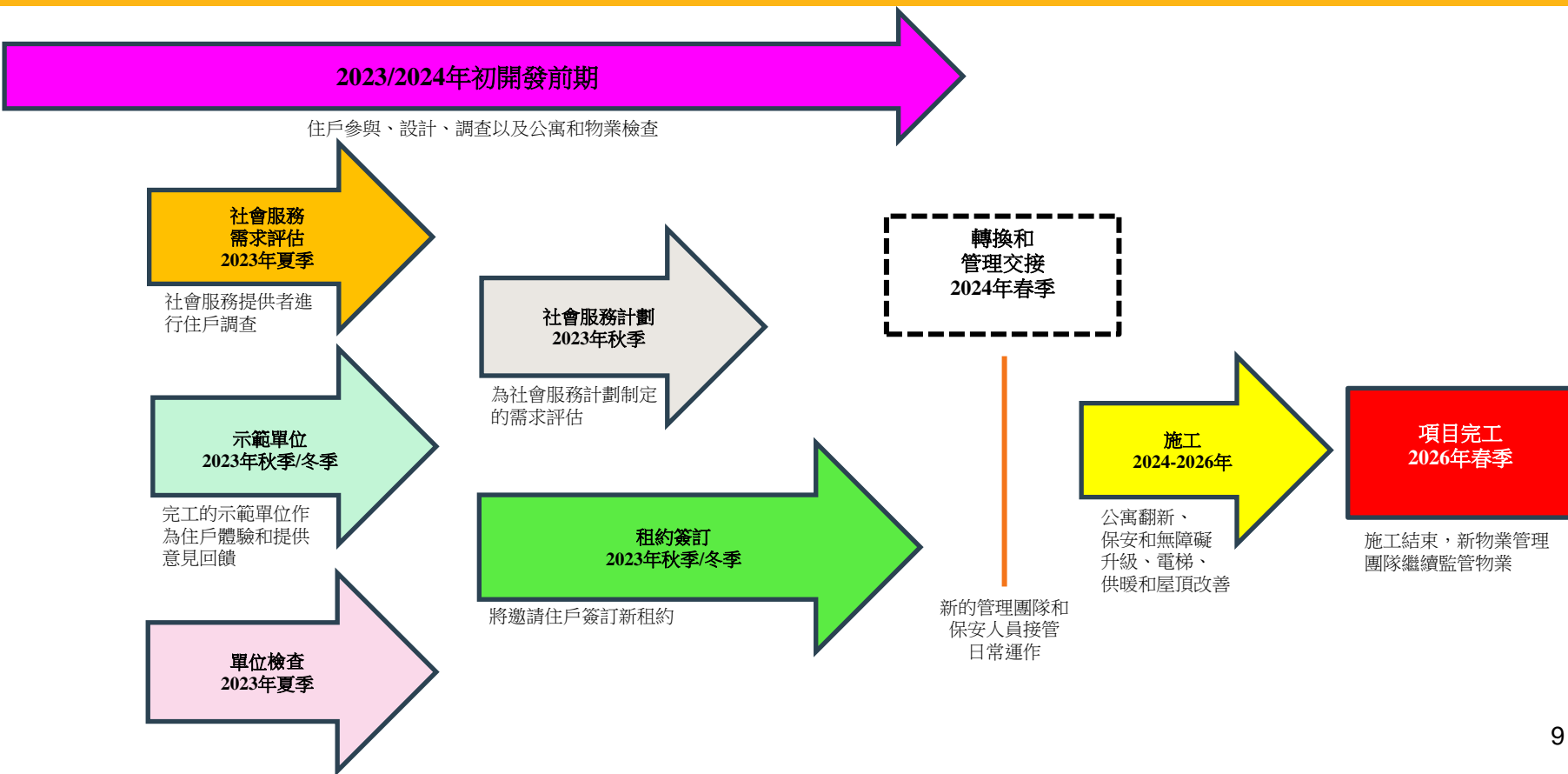
**UAI**  
URBAN ARCHITECTURAL INITIATIVES

**terrain**

**BRIGHT POWER**



# 項目時間表



# 住戶會議排程

會議	主題	日期
1	項目展開：PACT合作夥伴介紹	2023年2月
2	單位檢查/工作範圍/設計展開	2023年4月
3	設計研討會和住戶調查	2023年5月
4	住房質量標準 (HQS) 檢查和設計研討會跟進	2023年6月
5	管理團隊和租賃介紹	2023年9月
6	租賃介紹	2023年10月
7	社會服務計劃	2023年11月
8	最終設計計劃	2023年12月
9	本地招聘介紹	2024年1月
10	交接計劃、第 8 節介紹（由 NYCHA 共同介紹）	2024年2月

請注意：確切排程可能會隨時更改

# 住戶需求評估

## 什麼是住戶需求評估？

- 收集住戶對服務、資源和規劃需求的意見回饋
- 告知社會服務計劃的制定和任何其他社會服務提供者的選擇
- 您的回答是自願的，但我們非常感謝您，以確保我們能夠為大樓提供最佳的服務
- 可以與 PACT 合作夥伴一起填寫調查，也可以由您自己填寫

## 目前狀況和排程

Gaylord White Houses：完工 44% 以上

Metro North Plaza：完工 46% 以上

- LSA/AAFE 登門並在白天於大廳設桌進行調查
- 同時將在有些晚上和週末進行調查。日期和時間待定。
- 調查員也會在大樓內走動與住戶會面

**MNP/W**  
**PACT**

**METRO NORTH PLAZA AND GAYLORD WHITE HOUSES SITES**  
**RESIDENT SURVEY**

YOUR RESPONSES ARE CONFIDENTIAL AND ARE SOLELY FOR THE PURPOSE OF UNDERSTANDING  
RESIDENT OPINIONS ABOUT SOCIAL SERVICES PROVIDED AT YOUR DEVELOPMENT.

**Thank you for taking the time to participate in this survey.**

**PART I. Contact**

The PACT Partner Team will be conducting more inspections and repairs in apartments to prepare for Housing Quality Standard (HQS) repairs. Please let us know how best to reach you for scheduling. This information is optional to provide and will not be shared with anyone outside the development team.

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Apartment number: \_\_\_\_\_

Who should we contact to coordinate with your household?

\_\_\_\_\_

Best Phone Number to use: \_\_\_\_\_

Best Email to use: \_\_\_\_\_

Best time to Contact: ☐ Morning ☐ Afternoon ☐ Evening

# 物業管理團隊介紹

轉換完成後，Wavecrest Management 將成為 Gaylord White Houses 的管理代理。

您可能認識我們目前在場地的一些團隊成員。

您可透過識別證和/或配有此標誌的服裝來確認 Wavecrest 團隊成員：



**Ray Nolasco**  
物業經理



**Josh Lu**  
住房合規經理

# 管理轉換概況

- ❑ 作為 **PACT** 轉換的一部份，所有住戶均必須簽訂新租約。
- ❑ **Gaylord White** 住戶將從第 9 節（公共住房）轉換到第 8 節。
- ❑ **NYCHA** 租賃住房部門將：
  - ✓ 重新認證住戶資格
  - ✓ 確定住戶每月租金部份
  - ✓ 處理第 8 節優惠券
  - ✓ 透過 **NYCHA** 自助服務入口網站處理新增/移除家庭成員的請求
- ❑ **Wavecrest** 團隊成員將會在我們的場地辦公室協助住戶使用該自助服務入口網站。
- ❑ 將修繕、租金支付等事項交接給新的物業管理團隊：**Wavecrest Management**

## 管理轉換 – 新租約概況

- ❑ 在租約上目前的 Gaylord White 住戶將通過 PACT 計劃自動符合第 8 節資格
- ❑ 租戶租金部份將保持在經調整後總家庭收入的 30%
- ❑ 支付固定租金的租戶，其租金將在五年分階段內提高至 30%  
注：這不適用於絕大多數住戶
- ❑ 住戶將簽訂一年的租約，並在每年重新認證後自動續約
- ❑ 水電費和空調附加費將保持不變
- ❑ Gaylord White Houses 的新住戶將來自 NYCHA 第 8 節租賃住房管理部門的候補名單

# 租賃介紹

## 租約簽訂介紹

### 什麼是租約？

- ❑ 租約是房東和租戶之間在特定期限內具有約束力的合同
- ❑ 租賃協議列出房東和租戶的責任
- ❑ 租賃協議列出租戶的權利

作為轉換的一部份，住戶均必須簽訂一份新的 **PACT** 基於項目的第 8 節租約，以確保他們的家庭仍保持負擔得起他們的公寓。這是 **Gaylord White PACT** 轉換的重要部份。

**Gaylord White Houses** 住戶將從第 9 節（公共住房）轉換到基於項目的第 8 節優惠券。住戶將繼續只支付 30% 收入的租金。

# 租賃介紹

## 租約簽訂介紹

- ❑ PACT 租約是由 NYCHA 制定，並已告知住戶、倡議者和利益相關者。同時也經過了獨立法律服務機構法律援助協會 (Legal Aid Society) 的審查
- ❑ PACT 計劃的許多權利和保障均記錄在 PACT 租賃協議中，因此簽訂這份新租約確保住戶仍將保有租戶身份，以保障其住戶權利（與公共住房計劃中所擁有的基本權利相同）
- ❑ 在接下來的幾個月內，我們將分享有關租賃的更多資訊，並對住戶進行外展，以簽訂他們的新租約



# 租賃介紹

## PACT 租約第 1 頁：租約生效日期和住戶資料

PACT 租約第 1 頁將預先填入 NYCHA 對您家庭的檔案資料，包括您的第 8 節案件編號。

- ☐ 在租約簽訂時，請確認本頁上的所有資料均正確無誤
- ☐ 您的 PACT 租約生效日期將為 PACT 轉換的日期，預計在 2024 年初開始

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(as of 1/6/2023)

RESIDENTIAL APARTMENT LEASE - [DEVELOPMENT]  
PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT) LEASE

PACT Partner and Tenant make this apartment lease agreement ("Lease") as follows:

PACT Partner Name: \_\_\_\_\_

PACT Partner Address for Notices: \_\_\_\_\_

PACT Property Manager Name: \_\_\_\_\_

PACT Property Manager's Address: \_\_\_\_\_

Development: \_\_\_\_\_

Address of "Leased Premises" (including Apt No.): \_\_\_\_\_

Tenant's Name (person/people signing lease): \_\_\_\_\_

Section 8 Case Number: \_\_\_\_\_

Effective Date of Lease: \_\_\_\_\_, 20\_\_ or the date of the FSV HAP Contract (as defined below) for the Development, whichever is later.

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# 租賃介紹

## PACT 租約第 2 頁：第 8 節和住戶租金部份

PACT 租約第 2 頁包含有關第 8 節和您的月租金的資訊。

- ☐ 目前的 Gaylord White 住戶通過 PACT 計劃自動符合獲得第 8 節優惠券的資格
- ☐ 本頁將預先填入您的租金金額，由 NYCHA 租賃住房辦公室確定金額。您的租金將為經調整後總家庭收入的 30%
- ☐ 目前支付固定租金的住戶的租金，將在五年內逐步調整為經調整後總家庭收入的 30%

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(as of 1/6/2023)

1. **HEADINGS:** Paragraph headings are only for ready reference to the terms of this Lease. In the event of a conflict between the text and a heading, the text controls.

2. **MONTHLY RENT TO THE PACT PARTNER:**

The monthly "Contract Rent" to the PACT Partner is determined by the New York City Housing Authority ("NYCHA") in accordance with the U.S. Department of Housing and Urban Development ("HUD") requirements for a tenancy under the Section 8 Voucher program.

One of the three options below will be checked by the PACT Partner prior to Tenant signing the Lease:

\_\_\_ A. Unit on Section 8 Project-Based Housing Assistance Payment ("HAP") Contract. See Subparagraph 2.a.

\_\_\_ B. Unit not on Section 8 Project-Based HAP Contract because a rent election has been made. See Subparagraph 2.b.

\_\_\_ C. Tenant in Section 8 Tenant-Based program; unit not on Section 8 Project-Based HAP Contract. See PACT Residential Lease Rider (Tenant-Based Section 8 Participants).

a. **ONLY IF 2(A) IS CHECKED:** Unit on Project-Based HAP Contract. Each month the PACT Partner and/or the PACT Property Manager will credit a housing assistance payment received from NYCHA, if any, (the "monthly housing assistance payment") against the monthly Contract Rent. The amount of the monthly housing assistance payment will be determined by NYCHA in accordance with HUD requirements for a tenancy under the Section 8 Project-Based Voucher ("PBV") program and NYCHA's implementation of the Rental Assistance Demonstration ("RAD") program as implemented by Notice H 2019-09 PHH 2019-23 (September 5, 2019), as it may be amended from time to time (the "RAD Notice").

The remaining portion of the Contract Rent is the Tenant's portion of the rent. You as Tenant are responsible for paying to the PACT Partner this "Tenant's portion of the rent" which is an amount that is equal to thirty (30%) percent of your adjusted gross income as determined by NYCHA, exclusive of any allowance for tenant-paid utilities, if applicable as further set forth in accordance with HUD PBV requirements. If you were a NYCHA public housing tenant residing at the Development, and if, at the initial conversion of the Development to project-based Section 8, your portion of the rent as calculated, represents an increase over what you paid for rent as a public housing resident because you were paying less than thirty (30%) percent of your adjusted gross income, and such increase is by more than the greater of ten (10%) percent or twenty-four (\$25.00) dollars, as determined by NYCHA, such increase will be phased-in over a 3-year period. Such phased-in increase will be calculated by NYCHA in accordance with the requirements set forth in the RAD Notice.

The Contract Rent is the sum of the monthly housing assistance payment plus Tenant's portion of the rent. The Tenant's portion of the rent is due and payable the first day of each month or at such other day each month as the PACT Partner and/or the PACT Property Manager may decide at the address above, or at a location designated by the PACT Partner and/or the PACT Property Manager in writing. Notice from the PACT Partner to Tenant that rent is due is not required. The rent must be paid in full without deduction. The Tenant shall tender his/her/their portion of the rent by check or money order or as otherwise accepted by the PACT Partner and/or the PACT Property Manager (which may include rent paid directly to the PACT Partner on the Tenant's behalf by public assistance, and will be accepted in accordance with the public assistance payment schedule).

**TENANT'S PORTION OF THE RENT:** The initial Tenant's portion of the rent shall be \$\_\_\_\_\_.

Monthly Housing Assistance Payment: The initial monthly housing assistance payment shall be \$\_\_\_\_\_.

Contract Rent for Apartment: The initial contract rent shall be \$\_\_\_\_\_.

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

① **At Initial Conversion:** If at initial conversion, your Tenant's portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to \$0), and you received the "Rent Election Form" attached to this Lease as a Rider and elected to pay the Contract Rent Amount as shown in the Rent Election Form and listed below which Contract

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# 租賃介紹

## PACT 租約第 3 頁：家庭資料

PACT 租約第 3 頁列出了您家庭的每位成員以及他們與戶主的關係。

- ❑ 如果您曾向 NYCHA 提出了一份新增或移除家庭成員的請求書，請在租約簽訂時攜帶此檔的副本
- ❑ NYCHA 租賃住房辦公室將負責在 PACT 轉換後處理這些請求，但我們可以幫您跟進

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Rent Amount is lower than thirty (30%) percent of your adjusted gross income, then your unit will not be on the Project-Based HAP Contract; or

(ii) **After Initial Conversion:** If you became a Tenant after the initial conversion and the Leased Premises was terminated from the Project-Based HAP because your tenant's portion of the rent exceeds the Contract Rent as determined pursuant to the PSV program (the monthly housing assistance payment is equal to 50 for at least 180 days), then you will pay the Contract Rent Amount shown below.

The PACT Partner and Tenant agree that if at any time the PACT Partner or the PACT Property Manager notifies Tenant that they are eligible for the PSV program, the Tenant agree to complete all documentation necessary to apply for assistance under the PSV program. If the Tenant does not complete the necessary documentation within thirty (30) days of written notification by the PACT Partner or the PACT Property Manager, Tenant agrees to pay the Contract Rent for Apartment as listed below.

The Tenant agrees to provide to the PACT Partner and/or the PACT Property Manager annually 50% less than sixty (60) days from the PACT Partner and/or the PACT Property Manager's written request, a certification of annual income and household size along with verified documentation. In order to verify Tenant's certification of annual income and household size, the PACT Partner and/or the PACT Property Manager may require Tenant to provide, and Tenant agrees to deliver, such documentation as would enable the PACT Partner and/or the PACT Property Manager to verify Tenant's income under the requirements of the PSV Program, including, without limitation, consecutive paystubs, completed federal and state income tax returns, and W-2 and 1099 forms (or their equivalent). If the Tenant fails to provide income documentation within the required time frame, Tenant agrees to pay the Contract Rent for Apartment as listed below.

The Contract Rent Amount is due and payable the first day of each month or at such other day each month as the PACT Partner and/or the PACT Property Manager may decide at the address above or at a location designated by the PACT Partner and/or the PACT Property Manager in writing. Notice from the PACT Partner to Tenant that rent is due is not required. The rent must be paid in full without deductions. The Tenant shall tender

his/her/their portion of the rent by check or money order or as otherwise accepted by the PACT Partner and/or the PACT Property Manager (which may include rent paid directly to the PACT Partner on the Tenant's behalf by public assistance, and will be accepted in accordance with the public assistance payment schedule).

**CONTRACT RENT FOR APARTMENT:** The initial contract rent shall be \$ \_\_\_\_\_.

c. The PACT Partner, in consideration of the rent herein paid and Tenant's undertaking to comply with the Tenant's obligations in this Lease and with all of the rules and regulations of the PACT Partner, hereby leases to the Tenant and the Tenant hereby rents from the PACT Partner the Leased Premises for the Term specified above.

**3. USE AND OCCUPANCY OF LEASED PREMISES:**

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

The Tenant and the members of the Tenant's household listed below shall have the right to exclusive use and occupancy of the Leased Premises:

Name:	Relation to Tenant:
_____	_____
_____	_____
_____	_____
_____	_____

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# 租賃介紹

## PACT 租約第 5 頁：保證金和水電費

PACT 租約第 5 頁包含有關您的保證金和水電費的資訊。

- ☐ 您在 NYCHA 檔案資料中的保證金將在轉換時轉交給 Wavcrest Management
- ☐ 水電費由管理部負責，包含在您的租金內
- ☐ 依照 NYCHA《房屋規則》，將不允許住戶在他們的公寓中安裝烘乾機

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specifically herein required to be posted shall be publicly posted in a conspicuous manner in the Management Office and in a prominent location in each building, and shall be furnished to the Tenant on request. The PACT Partner and/or the PACT Property Manager may not modify such schedule, policies, rules and regulations without the prior written consent of NYCHA. The PACT Partner and/or the PACT Property Manager shall give at least 30 days' prior written notice to the Tenant of any proposed modification. Such notice shall set forth the proposed modification and the reason therefor, indicate that the proposed modification is subject to NYCHA's prior written consent, and shall provide the Tenant an opportunity to present written comments (which notice and any comments shall be provided by the PACT Partner and/or the PACT Property Manager to NYCHA). A copy of such notice of any such proposed modification shall be

i. delivered directly or mailed to the Tenant; or

ii. posted in at least 3 conspicuous places within the building in which the Leased Premises are located, as well as in a conspicuous place in the Management Office.

6. SECURITY DEPOSIT:

a. **At Initial Conversion:** The balance of any security deposit currently held by NYCHA for You shall be transferred to the PACT Partner, and you will not be required to pay any additional security, even if you transfer to another unit at this Development.

b. **After Initial Conversion:** If you are a new Tenant, any required security deposit is limited to the lesser of (i) one month of the Tenant's portion of the rent in the amount of \$ \_\_\_\_\_, and (ii) the Contract Rent.

c. If required by law, the amount held as the security deposit will be held in an account bearing interest at the banking institution's prevailing rate. An annual payment of accrued interest will be made by the banking institution to the Tenant, less 1% interest of the security on deposit, to be tendered by the banking institution to the PACT Partner. The PACT Partner may use or apply all or any part of the deposit as may be required to pay for damage to the Leased Premises during the term of this Lease. If Tenant carries out all of Tenant's obligations under this Lease, and if the Leased Premises is returned to the PACT Partner at the expiration of the lease term in the same condition as when rented by Tenant,

ordinary wear and tear excepted, Tenant's security deposit will be returned in full to Tenant, with accrued interest thereon, within fourteen (14) days of Tenant vacating. Tenant shall not use the security deposit to pay the last month's rent of the Lease term. The PACT Partner may use the security deposit in full or in part, if necessary, as may be permitted by law.

7. **SUBLETTING/ASSIGNMENT:** Tenant shall neither assign the Leased Premises in whole or in part nor sublet the Leased Premises in whole or in part without the written consent of the PACT Partner, nor permit anyone not specifically indicated in this Lease to occupy the Leased Premises. A sublet or assignment without consent shall constitute a breach of a substantial obligation of this Lease.

8. **SERVICES:** The following services and utilities are the responsibility of (herein to be checked by the PACT Partner before signing):

PACT Partner: ☐ Heat ☐ Hot water ☐ Gas  
☐ Electricity ☐ Other  
Tenant: ☐ Heat ☐ Hot water ☐ Gas ☐ Electricity ☐ Other

9. **PACT PARTNER'S INABILITY TO PROVIDE SERVICE:** If the PACT Partner is unable to provide certain services as a result of circumstances which are not the fault of the PACT Partner, Tenant's obligations under this Lease, including the obligation to pay rent, shall remain in effect, except as otherwise permitted by law.

10. **ACCESS:** The PACT Partner and/or the PACT Property Manager, upon reasonable advance notice to the Tenant, shall be permitted to enter the Leased Premises during reasonable hours for the purposes of performing routine inspections and maintenance, making improvement or repair, or for showing the Leased Premises for re-leasing or to prospective tenants. A written statement specifying the purpose of the PACT Partner's or the PACT Property Manager's entry, delivered to Leased Premises at least 2 days before such entry, shall be considered reasonable advance notice. If the Tenant fails to permit such entry to the Leased Premises after such notice has been given, the PACT Partner and/or the PACT Property Manager may enter the Leased Premises at any time thereafter without further notification. The PACT Partner and/or the PACT Property Manager may enter the Leased Premises at any time without prior notice to Tenant

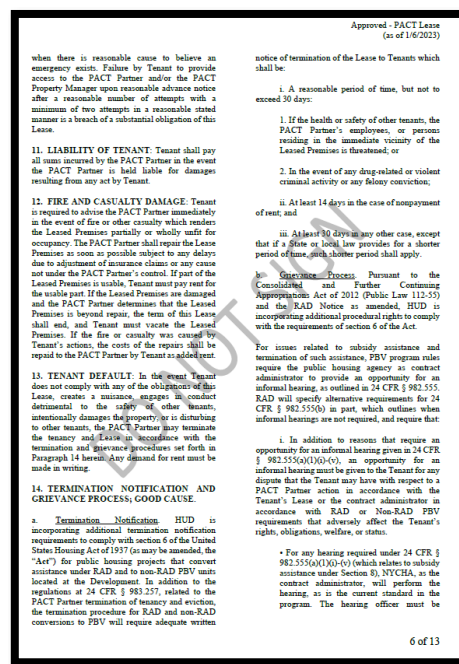
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# 租賃介紹

## PACT 租約第 6 和 7 頁：申訴程式以及 NYCHA 在 Gaylord White 的角色

PACT 租約第 6 和 7 頁包含有關申訴程式以及 NYCHA 在 Gaylord White 的角色的資訊

- ❑ 關於租金問題的 NYCHA 申訴程式在 PACT 轉換後仍將保持不變
- ❑ 住戶可透過 Wavecrest Management 提出有關維修和保養的申訴
- ❑ Wavecrest Management 必須獲得 NYCHA 的許可才能對住戶提起法律訴訟。我們優先與面臨困難的住戶解決問題
- ❑ 住戶將向 NYCHA 租賃住房部門遞交年度和臨時性收入重新認證以及家庭變更
- ❑ 新住戶將來自 NYCHA 第 8 節租賃住房管理部門的候補名單



# 租賃介紹

## PACT 租約第 8 頁：廢棄物處理、寵物和住戶責任

PACT 租約第 8 頁包含住戶責任的資訊，包括：

- ❑ 在指定區域丟棄垃圾和廢棄物。不允許將垃圾留在走廊或從窗戶丟出
- ❑ 寵物 – 根據 NYCHA 的寵物政策，允許養寵物（一隻狗或一隻貓）
- ❑ 目前的住戶必須在轉換之前向 NYCHA 註冊他們的寵物
- ❑ 依照上述規定，新住戶也允許養寵物
- ❑ 不得擅自改動新的煙霧和一氧化碳偵測器！
- ❑ 如果有剝落的油漆以及在單位中有 10 歲以下兒童需要窗戶護欄，住戶應該告知管理部
- ❑ 不允許在單位中使用烘乾機

the Tenant or a member of the Tenant's household did or failed to do.

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

(1) Disturbance of neighbors.

(2) Destruction of property, or

(3) Living or housekeeping habits that cause damage to the Leased Premises or the Development.

(C) After the initial Lease term, such good cause includes the Tenant's failure to accept the PACT Partner's offer of a new Lease or revision.

### 15. LEGAL FEES:

In the event either the PACT Partner or Tenant incurs legal fees and/or court costs in the enforcement of any of the PACT Partner's or Tenant's rights under this Lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.

16. RE-ENTRY: If Tenant is evicted by legal action, the PACT Partner may enter the Leased Premises without being liable for re-entry and may re-rent the Leased Premises.

17. WINDOW CLEANING: Tenant shall not allow any windows to be cleaned from the outside unless such service is provided by the PACT Partner.

18. COMMON AREAS: Tenant shall not place baby carriages, bicycles or any other property in or on fire escapes, roofs, side-walks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the Leased Premises and the building. Only those elevators and passageways designated by the PACT Partner can be used for deliveries.

19. GARBAGE AND REFUSE: Garbage and recyclable items must be brought to the basement or other area designated by the PACT Partner in such a manner that the PACT Partner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window or balcony of the building. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of

the windows or into any of the halls, elevators, elevator shafts or any other public areas. Tenant shall not place any articles of refuse outside the Leased Premises or outside the building except in safe containers and only at places designated by the PACT Partner. Tenant shall be liable to Owner for any violations issued to the PACT Partner as a result of Tenant's failure to properly recycle or other violation of law.

### 20. PETS:

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

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

c. Assistance Animals: An assistance animal must be registered with the PACT Property Manager before bringing it into the Leased Premises, and documentation setting forth the need for an assistance animal may be required.

d. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and Lease.

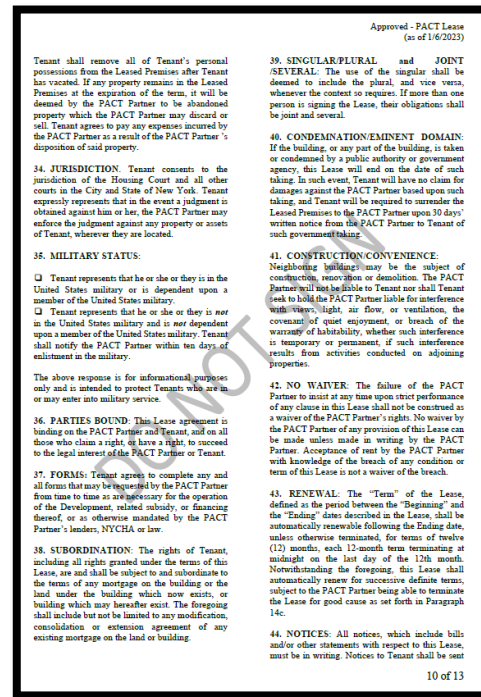
21. SMOKE AND CARBON MONOXIDE ALARMS: Tenant acknowledges that the Leased Premises being rented has smoke and carbon monoxide alarm(s) in proper working order as required by law.

# 租賃介紹

## PACT 租約第 10 頁：租約期限和收入重新認證

PACT 租約第 10 頁包含有關您的租約期限和收入重新認證的資訊。

- ☐ 在 PACT 計劃下，您的租約將自動續約
- ☐ 當成為第 8 節租戶需要重新認證您的收入和家庭成員時，NYCHA 租賃住房部門將以書面形式通知您
- ☐ 如果您的收入在一年內發生變化，您可以請求臨時重新認證
- ☐ 我們的場地辦公室將提供專門的工作人員，協助住戶完成重新認證



# 租賃介紹

## PACT 租約第 12 頁：吸煙政策

PACT 租約第 12 頁包含有關吸煙政策的資訊。

- ☐ 在 2018 年，NYCHA 推出了無煙倡議，透過減少接觸二手煙以及協助想戒煙的吸煙住戶，從而為住戶打造更健康的家居環境，為員工創造更健康的工作環境
- ☐ 我們致力於這項倡議。Gaylord White 將實行 100% 無煙政策
- ☐ 這意味著在所有單位、公共區域和場地均禁止吸煙（包括香煙、電子煙、煙鬥、大麻等）

Approved - PACT Lease  
(as of 1/6/2023)

is not required to reimburse NYCHA for undercharges caused solely by NYCHA's failure to follow HUD's procedures for computing contract rent or monthly housing assistance payments.

48. **ENTIRE AGREEMENT:** The PACT Partner and Tenant have read this Lease and agree that it and the Riders set forth below contain the entire understanding of the parties regarding the rental of the subject Leased Premises. The Lease can only be changed in writing. The writing must be signed by both the PACT Partner and Tenant.

49. **RIDERS:** The following Riders are attached to and are part of this lease:

- a. Window Guard Notice;
- b. Lead-Based Paint Development Disclosure Summary
- c. Lead Paint Hazards in the Home (Sp. and Eng.)
- d. Lease Commencement Occupancy Notice for Prevention of Lead-Based Paint Hazards Regarding Child;
- e. PACT Residential Lease Rider;
- f. PACT Residential Lease Rider for Tenant-Based Section 8 Participants (check here if applicable);
- g. Rider for Tax-Exempt Bond Financing (check here if applicable);
- h. Tenancy Addendum - Section 8 Project Based Voucher Program HUD-22530c (check here if applicable);
- i. Tenancy Addendum - Section 8 Tenant Based Voucher Program HUD-22594c (check here if applicable);
- j. Rental Calculation Electronic Form (check here if applicable);
- k. Indoor Air Quality Hazard Form; and
- l. Appliance Agreement (check here if applicable)

To the extent any provisions of the Riders conflict with any other provisions in the Lease, the provisions of the Riders shall prevail. Any other terms in the Lease not in conflict with the provisions of the Riders remain in full force and effect.

50. **SEVERABILITY:** In the event that any provision of this Lease shall violate any requirement of law, then such provision shall be deemed void, the applicable provision of law shall be deemed substituted, and all other provisions of this Lease shall remain in full force and effect.

51. **SPRINKLER SYSTEM:** The Leased Premises do not have a maintained and operative sprinkler system unless indicated below.

The Leased Premises have a maintained and operative sprinkler system. The last date of maintenance and inspection was: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

52. **SMOKING POLICY:**

The PACT Partner has adopted a Smoke-Free Policy prohibiting tobacco and marijuana smoking in restricted areas. Smoking means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe (hookah), or any similar form of lighted object or device containing tobacco or marijuana. Restricted areas include, but are not limited to, the Leased Premises and all interior ways of the Development, or to the property boundary where that boundary is less than 25 feet from the property line of a development building. The Tenant, any member of the household, agent or another person under the Tenant's control must comply with the Smoke-Free Policy. The PACT Partner's adoption of the requirements in this paragraph 52 does not make the PACT Partner a guarantor of the Tenant's or any other resident's health or of the smoke-free condition of restricted areas. PACT Partner specifically disclaims any implied or express warranties that the Leased Premises will have higher or improved air quality or will be free from secondhand smoke. PACT Partner will take reasonable steps to enforce the requirements of this paragraph 52 utilizing a graduated enforcement policy, to be consistent with NYCHA's Smoke-Free Policy.

53. **ELECTRONIC SIGNATURE.**

- a. Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.
- b. The PACT Partner, Managing Agent and Tenant each acknowledge and agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation,

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# 租賃介紹

## GAYLORD WHITE HOUSES 的《房屋規則》

- ❑ 《房屋規則》是一份書面的物業規則列表，您將會在租約簽訂時與 PACT 租約一起收到
- ❑ Gaylord White 的《房屋規則》旨在提高所有住戶的生活品質。這些規則需經過 NYCHA 和 Gaylord White 住戶協會的批准
- ❑ 《房屋規則》有助於營造一個讓所有住戶都能受尊重、和平地享受的居住環境
- ❑ 《房屋規則》包括透過《反對婦女暴力法》(VAWA) 保護受家庭暴力、約會暴力、性侵犯和跟蹤的受害者。這些保護適用於所有人，無論性別、性別認同或性取向為何。

# 租賃介紹

## 租約簽訂流程摘要

- ❑ 目前的 Gaylord White 住戶將通過 PACT 計劃自動符合第 8 節資格
- ❑ 您的租金將保持在經調整後總家庭收入的 30%\*
- ❑ 如果您目前支付固定租金，您的租金將逐步調整為經調整後總家庭收入的 30%
- ❑ 根據 NYCHA 的寵物政策，目前的住戶可以養寵物（一隻狗或一隻貓）。您必須在轉換之前向 NYCHA 註冊您的寵物
- ❑ 水電費包含在您的租金中
- ❑ Gaylord White 的空缺將從 NYCHA 的第 8 節租賃住房部門管理的開發項目場地候補名單中填補
- ❑ 住戶仍可參加申訴聽證會
- ❑ 在接下來的幾個月內，我們將分享有關租賃的更多資訊，並對住戶進行外展，以簽訂他們的新租約


\*例外情況可能適用於支付固定租金的家庭、目前參加第 8 節的租戶或符合 HUD 所定義的混合家庭。

# 為轉換做準備 – 租約簽訂

在簽訂租約時，將需要下列檔：

- ☐ 所有年滿 18 歲家庭成員的政府核發的照片身份證件
  - 例如：駕照、非駕照、許可證、護照
- ☐ 所有家庭成員的社會安全卡
- ☐ 所有家庭成員的出生證明
- ☐ 寵物和/或洗衣機註冊文件
- ☐ 合理的住房請求和相關檔
- ☐ 您希望我們的工程合作夥伴 MDG 注意的任何特殊請求

# 管理轉換 – 租約簽訂時間表



**SAMPLE PACT Resident Lease**

Enclosed is a sample of the PACT lease that NYCHA residents will sign before their development converts to the Project-Based Section 8 program through PACT. This is a sample PACT lease. Please do not sign it.

This PACT lease was developed by NYCHA and has been informed by the residents, advocates and stakeholders. It has also been reviewed by Legal Aid Society, an independent legal services organization. This lease cannot be changed without NYCHA's approval.

In coordination with NYCHA, PACT partners will reach out to residents to schedule a lease signing. By signing this new lease, you ensure that your apartment will remain affordable to your household and that your authorized relatives will have succession rights to the apartment. In addition to this lease, there are other documents that protect resident rights – including the documents NYCHA will sign with the PACT partner and the U.S. Department of Housing and Urban Development (HUD). To learn more about resident rights and protections under that PACT program you can visit NYCHA's PACT website: [nyc.gov/nycha-pact](https://nyc.gov/nycha-pact).

In addition to the lease itself, there are riders and notices that you will also need to sign. Most of these are required by local, state or federal law of all renters in New York City. The riders and notices are also available on NYCHA's PACT website if you want to review them before the lease signing: [nyc.gov/nycha-pact](https://nyc.gov/nycha-pact).

Residents should not wait to ask questions about their new PACT lease and should use the following resources to learn more:

- Residents can attend a virtual town hall hosted by the PACT partner to explain the lease signing process and answer any questions you might have.
- Residents can call a free legal services hotline provided by the Legal Aid Society. This line is dedicated to residents converting through the NYCHA PACT program.

Please call 212-298-3450 to reach the Legal Aid Society

**REMINDER: This is a sample PACT lease. Please do not sign it.**

Last Updated: February 16, 2021

A translation of this document is available in your management office.
La traducción de este documento está disponible en la Oficina de Administración de su residencial.
所居公房管理處備有文件譯本可供索取。
所居公房管理處備有文件譯本可供索取。
Перевод этого документа находится в офисе управления Вашего жилищного комплекса.

❑ **2023年11月下旬** – 會將新租約的樣本副本提前分發並上傳到我們的網站

- 這只是一個樣本，請勿簽署。 僅供查閱。
- 將進行預約實際租約簽訂

❑ 我們也為 **Gaylord White** 住戶提供一個專門的法律援助熱線，作為另一層面的支持

- **法律援助熱線：(212)298-3450**
- 法律援助團隊可以**免費**幫助解答您對租賃協議的任何問題或疑慮！

# 管理轉換 – 租約簽訂時間表

- ❑ **2023年12月** – 我們將舉辦一場有關租約的深入會議
  - 請鼓勵 Gaylord White Houses 的任何朋友、鄰居或家人參加
  
- ❑ **2024年1月** – 將安排預約，以便在我們的場地辦公室簽訂租約（具體地點 – 待定）
  - 在您預約之前，我們會向所有家庭分發租約副本供您查閱
  - 同時會在我們的網站上提供副本
  - 您也可以在此期間致電我們索取副本
  - Wavecrest 團隊將預約安排在住戶方便的時間
  - 如有需要，我們將進行家訪以配合住戶的需求

# Wavecrest 聯絡方式

我們正在場地尋找一個空間作為我們的臨時管理辦公室。

在這段期間，您可以撥打電話聯絡我們：(718)475-4210

或

發送電子郵件給我們：

[GaylordWhite@twmt.net](mailto:GaylordWhite@twmt.net)

我們期待回答您對有關 PACT 轉換的任何問題或疑慮！

**請注意：**在轉換之前，目前的物業管理和修繕問題應交由 NYCHA 處理。

# 即將召開的會議資訊

- ❑ 下一次 PACT 會議

- ❑ 11 月 29 日

- ❑ 議程

- ❑ 項目最新情況

- ❑ 社會服務計劃

# PACT 合作夥伴聯絡方式

**MNP/W  
PACT**

有關 MNP/W PACT 10 和即將舉行的會議的資訊，請訪問我們的網站或透過以下方式聯絡我們：

網站： **MNPWhitePACT.tcbinc.org**  
電郵： **MNPWhitePACT@tcbinc.org**  
電話： **(718) 475-4210**

要瞭解有關 PACT 計劃、您的權利和保護以及其他 PACT 項目的更多資訊，請訪問：

<https://www.nyc.gov/site/nycha/about/pact.page>



PACT 熱線：212-306-4036

電郵： [PACT@NYCHA.NYC.GOV](mailto:PACT@NYCHA.NYC.GOV)

網站： <http://on.nyc.gov/nycha-pact>

如有以下問題，請聯絡 PACT 資源：

- 永久合理租金之共同承諾 (PACT) 計劃
- 基於項目的第 8 節
- 如何計算租金
- 住戶權利和保護

*請注意：在轉換之前，日常管理和修繕問題應交由 NYCHA 處理。*

客戶聯絡中心 (CCC)：718-707-7771



# 常見問題

## ➤ 住戶是否需要符合第 8 節的資格？

在 PACT 計劃下，所有目前的住戶都將自動符合第 8 節的資格。

## ➤ 在修繕期間，租戶將移至何處？

預計在整個進行修繕和翻新的過程中，租戶將留在原地。在作業期間，將提供迎賓套房作為暫時休息處。

## ➤ 如何確保物業不受路人和深夜幹擾？

雖然會保留一些面向公眾的戶外區域，但我們將透過周到的設計和新的安全功能（如攝像頭和照明），來確保大樓的安全。

## ➤ 關於害蟲控制和垃圾問題將採取什麼措施？

廢棄物管理是設計過程中的優先事項，將是新管理維護的積極一部份。

# 問題與回答

