



MNP/W P A C T PARTNER

租賃審查

2024年3月20日下午1:00

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

報告者:

THECOMMUNITY
BUILDERS











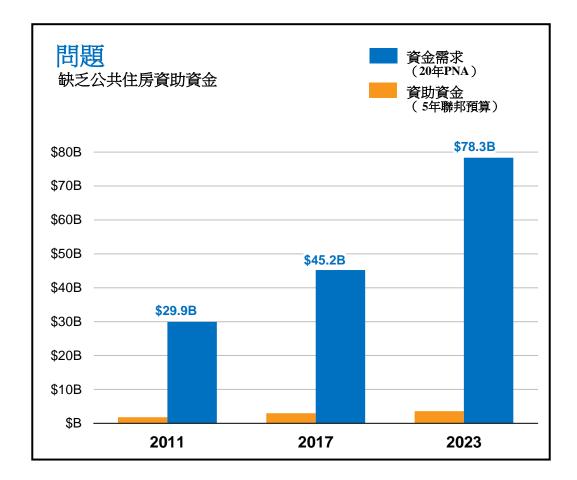
議程

- 什麼是「永久合理租金之共同承諾」(PACT)
- 關於我們
- 租賃審查
- 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 PACT?

- 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。



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。



Independence



Ocean Bay (Bayside)

PACT 住戶保護

- 所有住戶持續支付其經調整後的總家庭收入的30% 作為房租。
- 住戶無需支付超出目前支付金額的**任何額外費用或** 收費。
- 所有的目前住戶均自動符合基於項目的第8節計劃, 並獲得新的第8節租約。
- 租賃協議每年自動續約,除非有正當理由,否則不 得終止。
- 住戶有權留下來,或者如需要暫時搬遷,則有權返回住所。

- 當適當大小的公寓空出時,所有居住空間過大或過小的家庭都必須搬遷至大小合適的公寓。
- 所有搬遷和打包費用均由 PACT 合作夥伴承擔。
- 住戶可以將親屬加入他們的第8節住所,並且他們將擁有繼承權。
- 住戶有權發起申訴聽證會。
- 住戶可以申請 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。

^{**}目前住戶包括所有在公共住房租約上或合法居住的人。

關於我們

關於我們

開發團隊、總承包商和物業管理公司









建築師、景觀設計師和可持續發展顧問

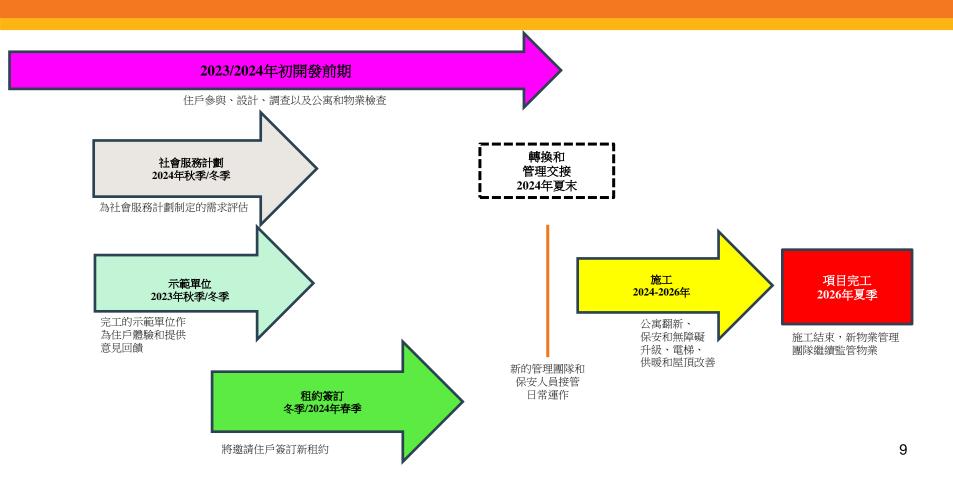








項目時間表



住戶會議排程

請注意:確切的排程可能會發生變化

會議	主題	日期			
	Past Meetings				
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	社會服務需求評估結果	2023年11月			
8	社會服務計劃	2024年1月			
9	租賃審查	2024年3月			
即將召開的會議					
10	最終設計計劃	2024年4月			
11	本地招聘介紹	2024年5月			
12	交接計劃、第8節介紹(由 NYCHA 共同介紹)	2024年6月			

管理轉換 - 回顧

- □ 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)轉換到基於項目的第8節
- □ NYCHA 租賃住房部門將繼續:
 - ✓ 重新認證住戶資格
 - ✔ 確定住戶每月租金部份
 - ✓ 處理第8節住房選擇優惠券申請
 - ✓ 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
- □ 將實施新的房屋規則,新的管理層將負責維護新的房屋規則並解決違規問題

管理轉換 - 新租約概況

- □ 在租約上目前的 Gaylord White 住戶將透過 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%*
- □ 支付固定租金的租户,其租金將在五年分階段提高至 30%
- □ 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
- □ 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
- □ 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
- □ 住戶仍可參加申訴聽證會
- □ 法律援助中心可以為您的新租約提供獨立的法律建議 免費!
 - 免費法律援助熱線: (212)298-3450

為轉換做準備 - 租約簽訂

在簽訂租約時,將需要下列文件:

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文件
- 您希望我們的工程合作夥伴 MDG 注意的任何特殊請求

Wavecrest 已經與 NYCHA 審查了租戶文件。在交屋之前,住戶應該與 NYCHA 物業管理部門溝通,以完成和更新租戶文件。

本月已向住戶分發了租約樣本。在接下來的幾周內,PACT 團隊將對住戶進行家訪,以簽署他們的新租約。

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 MYCHA 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: on-nyc gov/mycha-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: on nvc.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, 202

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。

所居公房管理处备有文件译本可供索取。

Перевод этого документа находится в офисе управления Вашего жилищного комплекса.

- □ **2024年冬季/春季** 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

- □ 2024年春季 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

管理轉換 - 法律援助

什麼是法律援助?

法律援助協會是一個獨立的非營利組織,將提供有關您新租約的**免費**獨立的法律 建議。

此熱線專為 NYCHA PACT 計劃住戶服務:

免費法律援助熱線:(212)298-3450

租約簽訂

什麼是租約?

- □ 和約是房東和和戶之間在特定期限內具有約束力的合同
- □ 和賃協議列出房東和和戶的責任
- □ 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。

租約簽訂

- □ 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,並對住戶進行家訪, 以簽訂他們的新租約

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

	Approved - PACT Lease (as of 1/6/2023)
RESIDENTIAL AP	ARTMENT LEASE - [DEVELOPMENT]
PERMANENT AFFORDABI	ILITY COMMITMENT TOGETHER (PACT) LEASE
PACT Partner and Tenant make this a	partment lease agreement ("Lease") as follows:
PACT Partner Name:	
PACT Partner Address for Notices:	
PACT Property Manager Name:	
PACT Property Manager's Address:	Clo
Development: Address of "Leased Premises" (includia Tenant's Name (person/peoplesigning le Section 8 Case Number: Effective Date of Lease Development, whichever is litter.	
	1 of 13

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%

(as

 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 is Section 8 Tenant-Based participant; unit not on Section 8 Project-Based HAP Contract. See PACT Residential Leave Rider (Tenant-Based Section 8 Participants).

a OSLV IF 26A IS CHECKPOLISH to Project Passer HEA Centeral: Evel, month the FACT Patter and/or the FACT Properly Manage will credit a bossing amplicacy layers released and credit a bossing amplicacy layers released a satisface payment, against the methyl Constate. The aquive of the guidely bossing anxieties payment, and the department by NYCHA is accordance with Tilly or eliptoment for a transacy ("PBV") program and NYCHA's implementation ("PBV") program and NYCHA's implementation of the Rettal Assistance Demonstration ("RAD") program is implemented by Notes I 2014.0 will be form time to time (the "RAD Notes").

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 Patter 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 NTCHA, exclusive of any allowance for tenant-paid utilities, if annolicable as further set forth in accordance with

HILD PSV requirements. If you wave a NYCHA public howing mean residing at the Development, and if, at the initial conversion of the Development, and if, at the initial conversion of the Development to project-based Section 8, you per price of the rest as calculated, represent an increase over what you put for rest as a public housing resident because you want to be provided by the property of th

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 at 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).

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 \$______.

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

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 帶此文件的副本
- □ 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

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

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 laitial Conversion: If you became a Termines was terminated from the Project-Based HAP because your tenumisted from the Project-Based HAP because your tenumist portion of the rest exceeds the Contract Rest as determined pursuant to the PBV program (the monthly housing suistance payment is equal to 30 for at least 180 days), then you will pay the Contract Rest Amount shown below.

The PACT Partner and Teanst agree that if a say usine the PACT Partner or the PACT Property Manager nordies Teanst that they are eligible for the PBV program, the Teanst agree to complete all documentation necessary to apply for assistance complete the accessary documentation within thirty (39) days of written nordication by the PACT Partner or the PACT Property Manager, Teanst 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, no later than sixty (60) days from the PACT Partner's and/or the PACT Property Manager's written request, a certification of annual income and household size along with verification documentation. In order to verify Tenant's certification of annual income and household size, the 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 PBV 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 mouth or a tuck other day each mouth 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 Portnery Manager in writing. Notice from the PACT Partner to Teams that rent is due is not required. The rent must be paid in full without deductions. The Teams thall tends in full without deductions. The Teams thall tends

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 partners of the partners of the public assistance partners of the public assistance with the public assistance partners of the public assistance pa

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

- c. The PACT Partner, in consideration of the rent herein paid and Tennat's understaing to comply with the Tennat's obligations in this Lesse and with all of the rules and regulations of the PACT Partner, hereby lesses to the Tennat and the Tennat hereby rents from the PACT Partner the Lessed Premises for the Tenn specified bloove;
- USE AND OCCUPANCY OF LEASED PREMISES:

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 incention 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.

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house	ehold	liste	d bel	ow shal	l have	the	right	t
exclu Prem		use	and	occupar	icy of	the	Leas	e

Name:	Relation to Tenant:

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 Wavecrest 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

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

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 schedules. 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

- delivered directly or mailed to the Tenant; or
- 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 Davaloument.
- 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% produced by the banking institution to the Facture and the banking institution to the Facture Tenant Less 20 Partner may use or apply all or any part of the banking institution to the Facture Tenant care to call of Tenant according to the Tenant care to all of Tenant according to the Tenant care to all of Tenant according to the Tenant care to th

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 rest of the Lease term. The PACT Patter may use the security deposit in full or in part, if necessary, as may be seemitted 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 connect shall constitute a breached a substantial obligation of this Lease.
- SERVICES: The following services and utilities are the responsibility of (boxes 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, Team's obligations under this Lease, including the obligation to pay rent, shall remain in effect, except as otherwise permitted by Jaw.
- 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 improvements or repairs, or for showing the Leased Premises for re-leasing or to prospective mortgagees. 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

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

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when there is reasonable cause to believe an emergency exists. Failure by Tenant to provide access to the PACT Patters and/or the PACT Property Manager upon reasonable advance notice after a reasonable number of attempts with a minimum of two attempts in a reasonable stated manner is a breach of a substantial obligation of this Lease.

- LIABILITY OF TENANT: Tenant shall pay all sums incurred by the PACT Partner in the event the PACT Partner is held liable for damages resulting from any act by Tenant.
- 12. FIRE AND CASUALTY DAMAGE: Tenant is required to advise the PACT Partner immediately in the event of fire or other casualty which render the Leased Premises partially or wholly unfit for occupancy. The PACT Partner shall repair the Lease Premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under the PACT Partner's control. If part of the Leased Premises is usable, Tenant must pay rent for the weahle nort. If the Leased Premises are damaged and the PACT Partner determines that the Leased Premises is beyond repair, the term of this Lease shall end, and Tenant must vacate the Leased Premises. If the fire or casualty was caused by Tenant's actions, the costs of the repairs shall be repaid to the PACT Partner by Tenant as added rent.
- 13. TENANT DEFAULT. In the east Tenar does not comply with any of the obligances of high Lease, creates a missione, engage in conduct detimental to the safety of other tenants, intentionally damages the property, or is disturbing to other tenancy, the PACP Tenter may reminste the tenancy and Lease in accordance with the termination and intervance procedures set forth in Paragraph 14 berein. Any demand for rent must be made in writing.
- 14. TERMINATION NOTIFICATION AND GRIEVANCE PROCESS; GOOD CAUSE.
- a Tamination Monfination HUD in incorporating additional termination moffication requirements to comply with section 6 of the United States Housing Act of 1937 for any 30 amended, the "Act") for public housing project that convex sixtiaces under AED and to non-RAD PSV unitlicated at the Development. In addition to the regulations at 2 of CRT § 88 225; Isakel to the PACT Partner termination of tensarcy and evertica, conversion to PSV will recurse decent switner.

notice of termination of the Lease to Tenants which

A reasonable period of time, but not to exceed 30 days:

1. If the health or safety of other tenants, the PACT Partner's employees, or persons

residing in the immediate vicinity of the Leased Premises is threatened; or 2. In the event of any drug-related or violent

criminal activity or any felony conviction; ii. At least 14 days in the case of nonpayment

of rent; and

iii. At least 30 days in any other case, except

iii. At least 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

b <u>Critevance Process</u>. Pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55) and the RAD Notice as amended, HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the Act.

For issues related to subsidy assistance and termination of such assistance, PSV program rules require the public housing agency as contract administrator to provide an opportunity for an informal hearing, as outlined as J4 CFR § 982.55°, RAD will specify alternative requirements for 24 CFR § 982.55°(56) in part, which outlines when informal hearings are not required, and require that:

i. In addition to reasons that require an opportunity for an informal hearing gives in 4CFR § 982.555(a)(1)(a)-(v), an opportunity for an informal hearing must be given to the Teansife ray disjust that the Teansit may have with respect to a PACT Patter action in accordance with the Teansit's Lesse or the contract administrator in accordance with RAD or Non-RAD PBU requirements that adversely affect the Teansit's night, obligations, welfare, or states.

For any hearing required under 24 CFR § 982.55(a)(1)(i)-(v) (which relates to subside assistance under Section 8), NYCHA, as the contract administrator, will perform the hearing, as is the current standard in the program. The hearing officer must be

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 歲以下兒童居 住而需要窗戶護欄,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:
- 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. Treuari stull not place baby carriages, bitycles or any other property in or on fire escapes, frofts, side-walks, entrances, driveways, elevators, stantways, halls or any other public areas. Public access ways stall 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. GARBACE AND REFUSE: Carbage 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 partners o

the windows or into any of the halls, elevators, elevator shalls 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
- 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, gerblis, guinea pigg) 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.

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

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Tenant shall remove all of Tenant's personal possessions from the Leased Premises after Tenant has veacted. If any property remains in the Leased Premises at the expension of the term, it will be deemed by the PACT Partner to be abandoned property which the PACT Partner may discard or sell. Tenant agrees to pay any expenses incurred by the PACT Partner as a result of the PACT Partner 's disposition of any property.

34. JURISDICTION. Tenant consents to the jurisdiction of the Housing Court and all other courts in the City and State of New York. Tenant expressly represents that in the event 3 judgment in obtained against him or her, the PACT Partners my enforces the judgment against any property or assets of Tenant, wherever they are located.

35. MILITARY STATUS:

☐ Tenant represents that he or she or they is in the United States military or is dependent upon a member of the United States military.

☐ Tenant represents that he or she or they is not in the United States military and is not dependent upon a member of the United States military. Tenant shall notify the PACT Partner within ten days of enlistment in the military.

The above response is for informational purposes only and is intended to protect Tenants who are in or may enter into military service.

36. PARTIES BOUND: This Lease agreement is binding on the PACT Partner and Tenant, and on all those who claim a right, or have a right, to succeed to the legal interest of the PACT Partner or Tenant.

37. FORMS: Tenant agrees to complete any and all forms that may be requested by the PACT Partner from time to time as are necessary for the operation of the Development, related subsidy, or financing thereof, or as otherwise mandated by the PACT Partner's lenders. NVCHA or law.

38. SUBORDINATION: The rights of Tenant, including all rights granted under the terms of this Lesse, are and shall be subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exist, or building which may be earlier exist. The foregoing shall inchabe but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

39. SINGULAR/PLURAL and JOINT /SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is signing the Lease, their obligations shall be joint and several.

40. CONDEMNATION/EMINENT DOMAIN. If the building, or any part of the building, is then or condemned by a public authority or government agency, this Lease will end on the date of such taking, In such event, Tenant will have no claim for damages against the PACT Partner based upon such taking, and Tenant will be required to surrender the Leased Premises to the PACT Partner to Tenant of such power partners.

41. CONSTRUCTION CONVENIENCE.
Neighboding buildingni may be far subject of confunction, resorvation or demolition. The PACT Partner will use liable to Texant row shall remain seek to hold the PACT Partner liable for interference with views, light, air flow, or venishton, the covenant of quest empowers, or breach of the warranty of habibility, whether not unreference is tumourary or permanent, if such interference is tumourary or permanent, if such interference is tumourary or permanent, if such interference is tumourary or permanent.

42. NO WAIVER. The failure of the PACT Partner to insist at any time upon strict performance of any clause in this Lease shall not be construed as a warer of the PACT Partner's rights. No warer by the PACT Partner of any provision of this Lease can be made unless made in writing by the PACT Partner with knowledge of the breach of any condition or term of this Lease see a new and the partner with knowledge of the breach of the breach the partner when the partner with the partner

43. RENEWAL: The "Term" of the Lesse, defined as the prejuning" and the "Ending" date described in the Lesse, shall be automatically securish following the Ending date, unless otherwise tenninated, for terms of review unless otherwise tenninated, for terms of review midsight on the last day of the 12th month. Notwithstunding the foregoing, this Lesse shall automatically sensor for successive definite terms, subject to the PACT Partner being able to terminate the Lesse for produces as set forth in Paragraph.

44. NOTICES: All notices, which include bills and/or other statements with respect to this Lease, must be in writing. Notices to Tenant shall be sent

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、煙門、大 麻等)

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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 Raders set forth below contain the entire understanding of the parties regarding the rental of the subject Leased Premiser. 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.)

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-52530-c
(check here if applicable __);
i. Tenancy Addendum - Section 8 Tenant

renancy Adosanum – section a remain Based Voucher Program HUD-52641-a (check here if applicable ___);
 Rental Calculation Election Form (check here if applicable ___);
 k. Indoor Allergens Hazards Form; and l. Applicable, there if

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.

applicable)

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 areas 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, a guest, 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 <u>Electronic</u> <u>Signatures</u> to Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Tannactions Act, and the partnes hereby wave 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.

GAYLORD WHITE HOUSES 的《房屋規則》回顧

- □ 《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。**

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

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
 - □ 4月17日
 - □ 議程
 - □ 最終設計計劃

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

Wavecrest 聯絡資訊:

電郵: GaylordWhite@twmt.net

電話: (718) 475-4210

要了解有關 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: <u>PACT@NYCHA.NYC.GOV</u> 網站: http://on.nyc.gov/nycha-pact

PACT 辦公時間:

週一上午 8:30 至下午 12:00, 地點在 Union Settlement 老年中心

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/重新認證第8節的資格?

在 PACT 計劃下,所有目前的租約住戶都將自動符合基於項目的第8節的資格。

▶ 在翻新期間,租戶將遷移至何處?

預計在大部份的翻新期間,租戶將**繼續留在他們的公寓中**。在作業期間,將提供迎賓套房作為暫時休息處。有些工程可能需要協調,並支付讓租戶暫時遷移到現場或附近的公寓的費用,這將由 MNP/W PACT 團隊進行協調。

Wavecrest 將何時接管成為管理者?

目前預計包括 Wavecrest 在內的 MNP/W PACT 團隊,將在 2024 年夏季開始在物業轉換時營運此棟大樓。在此之前, NYCHA 物業管理將繼續提供物業服務。

在翻新工程後,此物業將如何保持安全?

這次的翻新工程將包含**具門禁控制的新前門**,以及在大樓內外的新安全攝像頭和照明。此物業將會有一位現場經理和 管理員。

問題與回答



