



# MNP/W PACT PARTNER

租约审核

2024年10月23日下午1:00

Union Settlement Community Center (联合安居社区中心) 237 E 104th Street, New York, NY 10029



THECOMMUNITY
BUILDERS









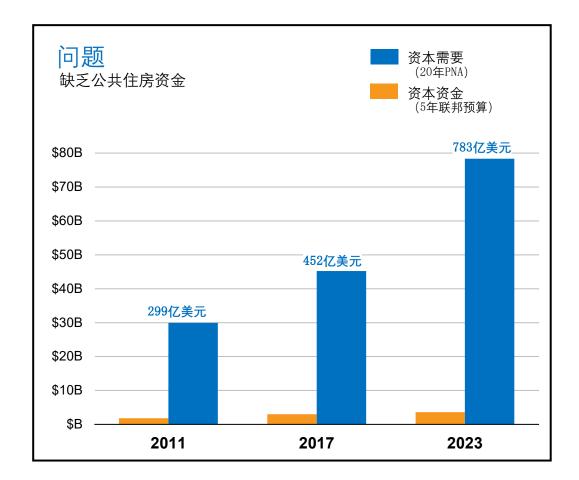
# 会议议程

- PACT是什么
- 我们是谁
- 更新的时间表
- 租约审核
- 问题与回答

# PACT是什么?

## PACT是什么?

- NYCHA需要783亿美元来全面翻新和现代化其 住房,但联邦政府只提供了所需资金的一小 部分。
- 通过PACT, 开发项目被纳入租赁援助示范项目(Rental Assistance Demonstration, RAD),并转成为一个更稳定的、联邦政府资助的项目·称为基于项目的第8节(Project-Based Section 8)。
- PACT**能**获得资金以完成全面维修,同时**保持 住房的永久可**负担,并确保住户享有**与在公 共住房**项目**中所**拥有的相同基本权利。



# PACT 如何运作

PACT 有赖于与私营和非营利发展合作伙伴的合作关系,这些合作伙伴是根据住户的意见而选择。

#### 全面维修

开发合作伙伴带来了设计 和建设方面的专业知识。 他们解决了开发过程中所 有的物质需求。

#### 专业管理

物业管理合作伙伴负责大 楼和场地日常运营和维护。

#### 加强服务

与社会服务提供商的合作 关系有助于通过住户意见 改善现场服务和规划。

#### 公共控制: NYCHA 和住户

您的开发项目将仍为公共控制。在转换后,NYCHA将继续拥有土地和大楼、管理第8节补贴和候补名单,并监督开发项目的情况。如有需要,NYCHA能够介入解决住户与新物业管理团队之间可能出现的任何问题。

## PACT住户保护

- 所有住户继续支付其调整后家庭总收入的30%\*作为租金。
- 住户无需支付高于他们目前所支付金额的任何额外 费用或收费。
- 所有现有住户自动获得基于项目的第8节项目资格, 并获得一个新的第8节租约。
- 租房协议**每年自动续签,非有正当理由不得**终止。
- 住户有权继续居住,在需要临时搬迁的情况下,有 权搬回该物业。

- 要求所有住房过多或不足的住户在有合适大小的公 寓空出时迁入。
- 所有搬迁和打包费用由PACT合作伙伴承担。
- **住**户可**添加亲属到其第**8节家庭人口中,他们将享有**继承权**。
- 住户有权发起申诉听证会。
- 住户可申请PACT创设的工作职位。

# 我们是谁

## 我们是谁

### 开发团队、总承包商和物业管理公司









建筑师、景观设计师和可持续发展顾问









## 项目时间表

#### 计划和范围制定 2023年-2024/2025年冬季

住户参与、设计、调查以及公寓和物业检查

根据建筑检查、住户参与和预算确定最终工作范围

#### 转换和管理过渡 2025年春季

新的管理和安全团队接 管日常运营

#### 示范单位参观 2024年秋季

示范单位将向住户开放,预览单位内的 装修情况并提供反馈

#### 新租约签署 2024**年秋季**

住户已收到预约签署 PACT 租约的通知



HUD申请提交 (租金援助示范和第18节) **2024年秋季** 

#### 施工 2024-2026年

公寓改造、安全和无障碍设施升级、电梯 供暖和屋顶的改善

#### 项目完成 2027年

施工结束,新的物业管理团队继续运营物业

# 住户会议时间表

请注意:确切时间表可能会有变更

会议	主题	日期		
1	项目启动:PACT <b>合作伙伴介</b> 绍	2023年2月		
2	单位检查/工程范围/设计工作启动	2023年4月		
3	设计讨论会 <b>和住</b> 户调查	2023年5月		
4	HQS检查和设计讨论会跟进	2023年6月		
5	<b>管理</b> 团队和租约介绍	2023年9月		
6	租约宣讲	2023年10月		
7	社会服务需求评估结果	2023年11月		
8	社会服务计划	2024年1月		
9	租约审核	2024年3月		
10	范围更新	2024年5月		
11	租约更新	2024年10月		
未来会议				
12	待定	2024年11月		

### 管理过渡-NYCHA

- □ 作为 PACT 转换的一部分,所有住户都必须签署新租约
- □ Gaylord White 住户将从第 9 节 (公共住房)过渡到基于项目的第 8 节
- □ NYCHA 租赁住房部门将继续:
  - ✔ 重新认证住户
  - ✓ 确定住户月租金比例
  - ✓ 处理 Choice Mobility 第8节优惠券申请
  - ✓ 通过 NYCHA 自助服务门户处理添加/删除家庭成员的申请

### 管理过渡-Wavecrest

- □ Wavecrest Management 将开始:
  - ✓ 团队成员将能够通过我们现场办公室的自助服务门户为住户提供帮助。
  - ✓ 维修、租金支付等工作将过渡到新的物业管理团队: Wavecrest Management
  - ✓ 新的入住规则将实施,新的管理团队将负责维护新的入住规则并解决违规问题

#### 签署租约

#### 什么是租约?

- □ 租约是房东和租户之间在特定期限内具有约束力的合同
- □ 租约概述了房东和租户双方的责任
- □ 租约概述了租户的权利

作为转换的一部分,家庭将被要求签署新的基于 PACT 项目的第 8 节租约,以确保他们的家庭仍然负担得起他们的公寓。这是 Gaylord White PACT 转换的关键部分。

Gaylord White Houses**住**户将从第 9 节 (公共住房)过渡到第 8 节项目优惠券。**家庭将**继续只支付其收入的30%**用于租金**。

### 管理过渡 - 新租约概述

- □ 目前在租的Gaylord White住户,将通过PACT项目自动获得第8节资格
- □ 租户的租金部分将维持在调整后家庭总收入的30%\*
- □ 支付固定租金的租户的租金将在五年的渐进期内逐步增加到30%
- □ **住**户将签署一份为期 1 **年的租**约,并在年度重新认证后获得自动续签
- □ 公用事业费和空调附加费将保持不变
- □ 根据NYCHA**的**宠物政策·当前住户允许豢养宠物(一只狗或一只猫),**您必**须在转换**前向**NYCHA**登**记 **您的**宠物
- □ Gaylord White Houses**的新住**户将来自NYCHA**第**8节的**等候名**单,该**等候名**单由NYCHA**的租**赁住房部门 (Leased Housing Department)**管理**
- □ 住户仍然可以利用申诉听证会

## 过渡准备-租约签署

签署租约时,将需要以下文件:

所有18岁及以上家庭成员的政府发放的带照片身份证件 <i>例如:驾照、非驾驶人身份证、许可证、护照</i>
所有家庭成员的社会保障卡
所有家庭成员的出生证明
宠物和/或洗衣机注册文件
合理的便利要求和证明文件
任何您希望我们的施工合作伙伴MDG注意的特殊要求

Wavecrest已经与NYCHA审核了租户档案。在交割之前,住户应与NYCHA物业管理进行沟通,完成和更新租户档案。

已经向住户发送了租约样本。PACT团队已经联系住户签署新租约。

法律援助为您提供有关新租约的独立法律咨询 - 免费服务!

■ 免费法律援助热线: (212) 298-3450

### 管理过渡 - 租约签署时间表



#### 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: <a href="https://documents.org/nyclop/spc.1/">https://documents.org/nyclop/spc.1/</a> with NYCHA's PACT website.

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 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 Undated: 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.

所居公房管理选备有文件译本可供表取。

所居公房管理处备有文件译本可供表取。

Перевод этого документа находится в офисе управления Вашего жилищного комплекса.

- □ 2024**年秋季/冬季** 新租约的样本已**提前分**发,并已上传到我们的网站
  - **这是一个样本,不要签字**。仅供您审阅之用。
  - 已为实际租约的签署进行预约
  - 可根据要求提供其他语言的租约副本
  - **如果您无法完成指定的**预约,请尽快与 Wavecrest **重新安排**。
- □ 我们还为Gaylord White住户提供专门的法律援助热线, 作为另一层面的支援
  - **法律援助**热线:(212)298-3450
  - **法律援助的**团队可以帮助回答您对租赁协议的任何 问题或疑虑 – <u>**免**费服务!</u>

## 管理过渡 - 租约签署时间表

- □ 2024年秋季-我们已在位于 Gaylord White Unit 9C 的临时现场办公室进行了预约,以方便签署租约
  - ▶ 租约样本已分发给所有住户,供您在预约前审阅。这只是一个样本。实际租约将在您预约期间提供。
  - ▶ 我们的网站上还提供英语、西班牙语、俄语、繁体中文和简体中文版本。 MNPWhitePACT. tcbinc.org
  - ▶ 您也可以在此期间致电我们索取副本
  - ➤ Wavecrest团队**已在住**户方便的时间安排预约
  - ▶ 如有必要. 我们将提供登门服务来满足住户的需求

## 管理过渡 - 法律援助

### 法律援助是个什么组织?

**法律援助**协会是一个独立的非营利组织,将**就您的新租**约提供**免费的独立法律咨** 询。

下面热线专门服务NYCHA PACT项目的住户:

免费法律援助热线: (212) 298-3450

**❖ 我**们将很快安排与法律援助代表会面的机会。

### 签署租约

- □ PACT 租约由 NYCHA 制定,并已征求住户、倡导者和利益相关者的意见。它 还经过了独立法律服务组织--**法律援助**协会的审查
- □ PACT 项目的许多权利和保护都记录在 PACT 租约中,因此签署这份新租约可确保家庭仍是租约下的租户,以保护其住户权利(与他们在公共住房项目中拥有的基本权利相同)
- □ **在接下来的几个月中**, **我**们将分享有关租约的更多信息,并与住户进行联系以 签署新租约

### PACT 租约第1页:租约生效日期和家庭信息

PACT 租约的第1页将预先填写 NYCHA 为您 家庭存档的信息,包括您的第8节案件编号。

- □ **在您**预约签署租约期间,请确保此页面上 的所有信息均正确无误
- □ **您的** PACT **租**约的生效日期将是 PACT 转换的日期,预计将于 2025 **年春季**进行

Address of "Leased Premises" (including Apr No.):  Teasun's Name (person) people signing leave);  Section 8 Case Number:	PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT) LEASE  PACT Partner and Tunnet make this apartment lease agreement ("Lease") as follows:  PACT Partner Address for Notices:  PACT Property Manager Name:  PACT Property Manager Name:  PACT Property Manager (uncluding Apr No.):  Tenant's Name (person) people signing deale);  Section 8 Case Number:  Effective Date of Lease		Approved - PACT Lease (as of 1/6/2023)
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Section 8 Case Number:	Section 8 Case Number:		ng ApriNo):
		Section 8 Case Number:	
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### PACT租约第2页:第8节和住户租金部分

PACT 租约的第 2 页包含有关第 8 节和您的 月租金的信息。

- 目前的Gaylord White 住户通过 PACT 项目自动符合第 8 节的资格
- □ 此页面将预先填写您的租金金额,该金额由 NYCHA 的租赁住房办公室确定。您的租金将是调整后家庭总收入的 30%
- □ 目前支付固定租金的住户将在五年内将租金调整为调整后家庭总收入的30%

Approved - PACT L (as of 1/6/2)

- 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 ("HUP") 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 Lease Rider (Tenant-Based Section 8 Participants).

The remaining portion of the Contract Rent is the remain's portion of the rent. You as Tenat are responsible for paying to the PACT Partner this remain's portion of the rent' which is an amount that is equal to thirty (30%) percent of your adjusted goos incomes as determined by NYCHA, exclusive of any allowance for tenant-paid utilities, if applicables as further set forth in accordance with HUD FBV requirements. It you were a NYCHA public housing team trestings 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 5, you per notion of the sent paid for rest as a public housing resident because you were paying less than thirty Only percent of your adjusted gross mocean, and such increase is by more than the payment of the (10%) percent or you were paying beauth on the Chip percent or your sent paying the payment of the (10%) percent or your sent paying the payment of the (10%) percent or your percent of the payment of t

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 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 \$\_\_\_\_\_\_

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

(i) At Initial Conversion: If at initial conversion, your Tennait's portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to 50), and you received the "Rent Election Form" attached to this Lease as a Rider and election form" attached to this Lease as a Rider and election form and the form and the Bestow which Contract Rent Amount as shown in the Rent Election Form and littled below which Contract Rent Placetion form and little description.

### PACT 租约第3页:家庭信息

PACT **租**约的第 3 页列出了您家庭的每位成员 **及其与**户主的关系。

- □ 如果您向 NYCHA 提交了添加或删除家庭成员的申请,请在您预约签署租约时携带此文件的副本
- □ NYCHA 租赁住房办公室将负责在 PACT 转换后处理这些申请,但我们可以帮助您 跟讲

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 Initial Conversion: If you became a Tennant after the initial conversion and the Leased Premises was terminated from the Project-Based HAP became your tennar's persion of the reat exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to 30 for at least 150 days), then you will pay the Contract Rent Amount shown below.

The PACT Partner and Teams agree that if a say time the PACT Partner or the PACT Property Manager nordies Teams that they are eligible for the PBV program, the Teamst agrees to complete all documentation necessary to apply for assistance and the PBV program. If the Teamst does not read the PBV program. If the Teamst does not read the PBV program. If the Teamst does not read that the PBV program of the PACT Property Manager, Teamst 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 Couract 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 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 in full without deductions. The Tenant shall tender

hisher/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 Teams's undertaking to comply with the Teams's obligations in this Lease and with all of the rules and regulations of the PACT Partner, hereby leases to the Teams and the Teams thereby rents from the PACT Partner the Leased Premises for the Team specified above;
- 3. 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.

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:

### PACT租约第5页:保证金和公用事业费

PACT **租**约的第 5 页包含有关您的保证金和公 **用**事业费的信息。

- □ 您在 NYCHA 备案的保证金将在转换后转至 Wavecrest Management
- □ 公用事业费由管理团队负责,并包含在您的 和金中
- □ 根据 NYCHA 《房屋规则》, 住户不得在 公寓内安装烘干机

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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 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 Teanat, less 1% Parties The banking institution to the Factant, less 1% PACT Parties rany use or apply all or any part of the banking institution to the Fact Parties. The PACT Parties rany use or apply all or any part of the deposit as may be required to pay for damage to the Lessed Premises during the term of this Less. If Teanst carries out 10 of Teanst 2 obligations under the PACT Parties rat the expansion of the less term in the same condition as when resteted by Teanst,

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 axiign the Leased Premises in whole or in part mor 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.
- 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 PARTINE'S INABILITY TO PROVIDE SERVICE: If the PACT Partner i unable to provide certain services as a result of circumstances which are not the fault of the PACT Partner, Tenant's obligations under this Lesse, including the obligation to pay rent, shall remain in effect, except so 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 numoses 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 租约 第 6 页和第 7 页:申诉流程以及 NYCHA 在 GAYLORD WHITE 中的 角色

- □ PACT 租约的第 6 页和第 7 页包含有关申诉流程 以及 NYCHA 在 Gaylord White 中的角色的信息
- □ PACT 转换后·NYCHA **有关租金**问题的申诉流程 **将保持不**变
- □ 住户可以通过 Wavecrest Management 提出有关 维修和维护的申诉
- Wavecrest Management 必须获得 NYCHA 的许可才能对住户采取法律行动。我们会优先与面临困难的住户合作
- □ 住户将向 NYCHA 租赁住房部门提交年度和中期 收入重新认证表以及家庭变更表
- 新住户将来自 NYCHA 第 8 节租赁住房管理部门 的第 8 节等候名单

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when there is reasonable cause to believe an emergency exists. Failure by Tenant to provide access to the PACT Partner 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 renair 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 Leaved 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, engages 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, 'lasked 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 shall be:

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

 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

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 that if a State or local law provides for a shorter period of time, such shorter period shall apply.

b Grievance Process Pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55) 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, PBV program rules require the public housing aemory as contract administrator to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will operity alternative requirements for 24 CFR § 982.55(b) 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 basing given in 24 CFR § 982.555(a)(1)(a)-(b), an opportunity for an informal basing must be given to the Teanst for any dispute that the Teanst may have with respect to a PACT Patters existen in accordance with the Teanst with the Teanst with the Teanst state in the Teanst s

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 租约第8页:废物处理、宠物和住户的责任

- PACT 租约第8页包含有关住户责任的信息,包括:
- □ **在指定区域**处理垃圾和废物。垃圾不能留在走廊或 **扔出窗外**
- □ 宠物 根据 NYCHA 宠物政策·允许携带宠物 ( 一 只狗或一只猫)
- □ 当前住户必须在转换之前向 NYCHA 登记其宠物
- □ 根据上述要求,新住户也将被允许饲养宠物
- □ 不得关闭新的烟雾和一氧化碳探测器!
- □ 住户应将任何油漆剥落的情况以及居住在可能需要 窗户防护装置的单位中的任何 10 岁以下儿童通知管 理团队
- □ 单位内不允许使用烘干机

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.
- 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. Feami shall not place baby carriages, bite/cles or any other property in or on fire escapes, roofs, side-walks, entrances, driveways, elevators, staptivays, 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 deliveties.
- 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 any 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 are the same of the substances out of the partners are the same of the substances out of the partners are the same of the substances out of the partners are the same of the same of

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 oxcept 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), Rish 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.

### PACT 租约第 10 页:租约期限和收入重新认证

PACT **租**约第 10 页包含有关租约期限和收入重新认证的信息。

- □ 根据 PACT 项目,您的租约将自动续签
- □ 当需要重新认证您作为第 8 节租户的收入和家庭 构成时·NYCHA 租赁住房部门将以书面形式通 知您
- □ **如果您的收入在**这一年中发生变化,您可以申请 中期重新认证
- □ **我**们现场办公室的专职工作人员将协助住户进行 **重新**认证

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Tenant shall remove all of Tenant's personal possessions from the Leased Premises after Tenant has veated. If Juny property remains in the Leased Premises at the expension of the term, it will be deemed by the PACT Partner may discard or sell. Tenant agrees to pay any expenses incurred by 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 anyle 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, to rhave 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 as-escarafy for the operation of the Development, related subsidy, or financing thereof, or as otherwise mandated by the PACT Partner's lenders. NYCHA or law.

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

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

40. CONDEMNATION/EMINENT DOMAIN. If the building, or any part of the building, is 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: Neighboung byidings; may be the subject of confunction, renovation or demolition. The PACT Pastree will use be finish to Tenatree rish less than seek to bold the PACT Patteer links for interference with views, light, air flow, or venthinton, the covenant of quast enjoyment, or breach of the warrange of habitability, whether such interference in temporary or permission, of the distribution activities conducted on adjunction properties.

42. NO WAIVER: The failure of the PACT Partner to minist at any time upon strete performance of any clause in this Lease shall not be construed as a warver of the PACT Partner's rights. No warver by the PACT Partner of any provision of this Lease can be made unless made in writing by the PACT Partner. Acceptance of reset by the PACT Partner with knowledge of the breach of any condition or term of this Lease is not a warrer of the breach.

43. RENEWAL: The "Term" of the Lenc defined as the protein between the "Enginizing" and the "Ending" date described in the Lease, shall be automatically securible following the Ending date, unless otherwise terminated, for terms of review unless otherwise terminated, for terms of review midsight on the last day of the 12th month. Norvintizationing the foregoing, this Lease shall automatically sensor for successive definite terms, subject to the PACT Partner being able to terminate Lease for good causes 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 租约第 12 页:吸烟政策

PACT 租约第 12 页包含有关吸烟政策的信息。

- □ 2018 年,NYCHA 启动了"无烟倡议",通 过减少接触三手烟并为希望戒烟的吸烟住 户提供支持,为住户创造更健康的家居环 境,并为员工创造更健康的工作环境
- **我们致力于这一倡议。Gaylord White 将** 实行 100% **无烟政策**
- □ 这意味着所有单位、公共区域和场地均禁 止吸烟(香烟、电子烟、烟斗、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 its 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-52530-c
    (check here if applicable \_\_\_);
    i. Tenancy Addendum Section 8 Tenant
  - Based Voucher Program HUD-52641-a (check here if applicable \_\_\_); j. Rental Calculation Election Form (check here if applicable \_\_\_);
  - k. Indoor Allergen: 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.

 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 <u>Electronic</u> Signatures and Records Act, or any similar state law based on the Uniform <u>Electronic</u> Tanuschtons Act, and the patries berely 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 房屋规则回顾

- □ 《房屋规则》是书面的财产规则清单,您将在租约签署预约期间随 PACT 租约一起收到该清单
- □ Gaylord White **的《房屋**规则**》旨在提高所有住**户的生活质量。它们须经 NYCHA 和Gaylord White**住**户协会批准
- □ 《房屋规则》有助于营造一个让所有住户都能尊重、和平地享受家园的环境
- □ 《房屋规则》包括通过《禁止暴力侵害妇女法》(VAWA)保护家庭暴力、约会暴力、性侵和跟踪的受害者。这些保护适用于所有人,无论性别、性别认同或性取向如何。

### Wavecrest联系信息

我们正在现场寻找一处地方作为我们的临时管理办公室。

在此期间,您可以通过电话与我们联系: (718) 475-4210

或

给我们发送电子邮件:

GaylordWhite@twmt.net

我们期待回答您就PACT转换所提出的任何问题或疑惑!

请注意: 在转换之前,当前的物业管理和维修问题应直接联系NYCHA。

### PACT合作伙伴联系信息

### MNP/W PACT

有关MNP/W PACT 10和即将举行的会议的信息,请访问我们如下的网站或联系我们:

网站: MNPWhitePACT. tcbinc.org 电子邮箱: MNPWhitePACT@tcbinc.org

电话: (718)475-4210

Wavecrest联系信息:

电子邮箱: <u>GaylordWhite@twmt.net</u>

电话: (718)475-4210

需要了解有关PACT项目、您的权利和保护以及其他PACT项目的

更多信息,请访问:

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



PACT热线: 212-306-4036

电子邮箱: PACT@NYCHA. NYC. GOV

网站: http://on.nyc.gov/nycha-pact

PACT办公时间:

Union Settlement Older Adult Center, 周一上午8:30-中午12:00

关于以下问题,请与PACT资源联系:

- 永久合理租金之共同承诺 ( PACT) 项目
- 基于项目的第8节
- 房租计算方法
- 住户权利和保护

请注意:在转换之前,日常管理和维修问题应直接联系NYCHA。

客户联系中心(CCC): 718-707-7771

# 问题与回答



