



MNP/W P A C T PARTNER

租約審核

2024年10月30日下午6:00

Church of the Resurrection (復活教堂) 325 E 101st Street, New York, NY 10029

宣講人:

THECOMMUNITY
BUILDERS









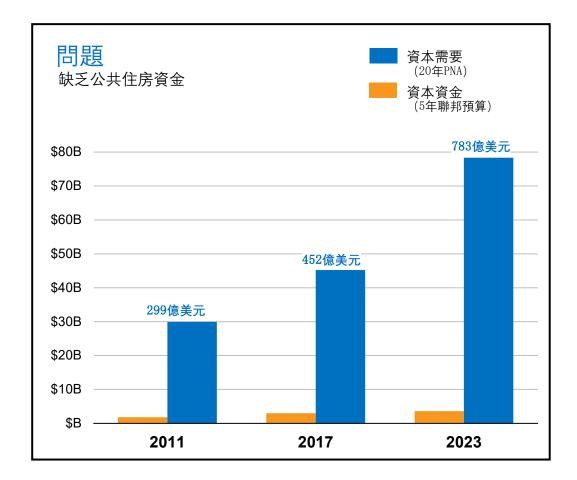
會議議程

- PACT是什麽
- 我們是誰
- 更新的時間表
- 租約審核
- 問題與回答

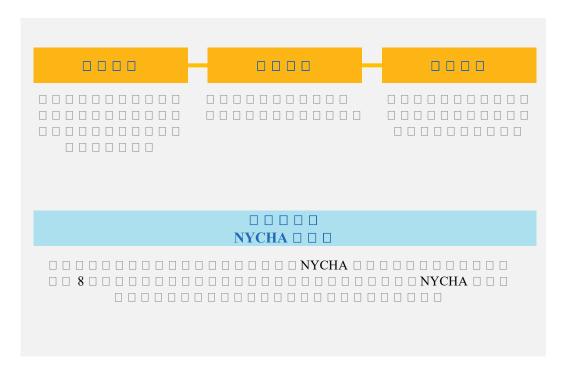
PACT是什麽?

PACT是什麽?

- NYCHA需要783億美元來全面翻新和現代化其 住房,但聯邦政府只提供了所需資金的一小 部分。
- 透過PACT, 開發項目被納入租賃援助示範項目(Rental Assistance Demonstration, RAD), 幷轉成爲一個更穩定的、聯邦政府資助的項目, 稱爲基于項目的第8節(Project-Based Section 8)。
- PACT能獲得資金以完成全面維修,同時保持 住房的永久可負擔,并確保住戶享有與在公 共住房專案中所擁有的相同基本權利。



$PACT \square \square \square \square$



PACT住戶保護

- 所有住戶繼續支付其調整後家庭總收入的30%*作爲 租金。
- 住戶無需支付高于他們目前所支付金額的任何額外費用或收費。
- 所有現有住戶自動獲得基于項目的第8節項目資格, 幷獲得一個新的第8節租約。
- 租房協議每年自動續簽,非有正當理由不得終止。
- 住戶有權繼續居住,在需要臨時搬遷的情况下,有權搬回該物業。

- 要求所有住房過多或不足的住戶在有合適大小的公 寓空出時遷入。
- 所有搬遷和打包費用由PACT合作夥伴承擔。
- 住戶可添加親屬到其第8節家庭人口中,他們將享有 繼承權。
- 住戶有權發起申訴聽證會。
- 住戶可申請PACT創設的工作職位。

^{*}例外情况可適用于支付固定租金的、目前屬于基于租戶的第8節參與者或混合家庭的住戶,具體見HUD規定。 **現有住戶包括所有租賃或合法居住公共住房的人員。

我們是誰

我們是誰

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

計劃和範圍制定 2023年-2024/2025年冬季

住戶參與、設計、調查以及公寓和物業檢查 根據建築檢查、住戶參與和預算確定最終工作範圍 轉換和管理過渡 2025年春季

新的管理和安全團隊接 管日常營運

示範單位參觀 2024年秋季

示範單位將向住戶開放,預覽單位內的 裝修情况幷提供反饋

新租約簽署 2024年秋季

住戶已收到預約簽署 PACT 租約的通知



HUD申請提交 (租金援助示範和第18節) **2024年秋季**

施工 2024-2026年

公寓改造、安全和無障礙設施升級、電梯 供暖和屋頂的改善

項目完成 2027年

施工結束,新的物業管理團隊繼續營運物業

住戶會議時間表

請注意:確切時間表可能會有變更

會議	主題	日期		
過去會議				
1	項目啓動: PACT合作夥伴介紹	2023年2月		
2	單位檢查/工程範圍/設計工作啓動	2023年4月		
3	設計討論會和住戶調查	2023年5月		
4	HQS檢查和設計 討論會跟進	2023年6月		
5	管理團隊和租約介紹	2023年9月		
6	租約宣講	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	租約審核	2024年3月		
10	範圍更新	2024年5月		
11	租約更新	2024年10月		
未來會議				
12	待定	2024年11月		

管理過渡-NYCHA

- □ 作爲 PACT 轉換的一部分,所有住戶都必須簽署新租約
- □ Metro North 住戶將從第 g 節 (公共住房) 過渡到基于項目的第 8 節
- □ NYCHA 租賃住房部門將繼續:
 - ✓ 重新認證住戶
 - ✓ 確定住戶月租金比例
 - ✓ 處理 Choice Mobility 第8節優惠券申請
 - ✓ 透過 NYCHA 自助服務門戶處理添加/刪除家庭成員的申請

管理過渡-Wavecrest

- □ Wavecrest Management 將開始:
 - ✓ 團隊成員將能够透過我們現場辦公室的自助服務門戶爲住戶提供幫助。
 - ✓ 維修、租金支付等工作將過渡到新的物業管理團隊: Wavecrest Management
 - ✓ 新的入住規則將實施,新的管理團隊將負責維護新的入住規則幷解决違規問題

簽署租約

什麽是租約?

- □ 租約是房東和租戶之間在特定期限內具有約束力的合約
- □ 租約概述了房東和租戶雙方的責任
- □ 租約概述了租戶的權利

作爲轉換的一部分,家庭將被要求簽署新的基于 PACT 項目的第 8 節租約,以確保他們的家庭仍然負擔得起他們的公寓。這是 Metro North PACT 轉換的關鍵部分。

Metro North Plaza住戶將從第 9 節(公共住房)過渡到第 8 節項目優惠券。家庭將繼續只支付其收入的30%用于租金。

管理過渡 - 新租約概述

- □ 目前在租的Metro North住戶,將透過PACT項目自動獲得第8節資格
- □ 租戶的租金部分將維持在調整後家庭總收入的30%*
- □ 支付固定租金的租戶的租金將在五年的漸進期內逐步增加到30%
- □ 住戶將簽署一份爲期 1 年的租約,幷在年度重新認證後獲得自動續簽
- □ 公用事業費和空調附加費將保持不變
- □ 根據NYCHA的寵物政策,當前住戶允許豢養寵物(一隻狗或一隻猫),您必須在轉換前向NYCHA登記 您的寵物
- Metro North Plaza**的新住**戶將來自NYCHA**第8節的等候名**單,該等候名單由NYCHA**的租賃住房部門** (Leased Housing Department) 管理
- □ 住戶仍然可以利用申訴聽證會

過渡準備-租約簽署

簽署租約時,將需要以下文件:

所有18歲及以上家庭成員的政府發放的帶照片身份證件 ■ 例如: 駕照、非駕駛人身份證、許可證、護照	
所有家庭成員的社會保障卡	
所有家庭成員的出生證明	
寵物和/或洗衣機注册文件	
合理的便利要求和證明文件	
任何您希望我們的施工合作夥伴MDG注意的特殊要求	

Wavecrest已經與NYCHA審核了租戶檔案。在交割之前,住戶應與NYCHA物業管理進行溝通,完成和更新租戶檔案。

已經向住戶發送了租約樣本。PACT團隊已經聯繫住戶簽署新租約。

法律援助爲您提供有關新租約的獨立法律諮詢 - 免費服務!

■ 免費法律援助熱綫: (212) 298-3450

管理過渡 - 租約簽署時間表



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: org/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; 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.

所居公房管理战者有文件译本可供表取。

新居公房管理战者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** 新租約的樣本已提前分發, 幷已 上傳到我們的網站
 - 這是一個樣本,不要簽字。僅供您審閱之用。
 - 已爲實際租約的簽署進行預約
 - 可根據要求提供其他語言的租約副本
 - 如果您無法完成指定的預約,請儘快與 Wavecrest 重新安排。
- □ 我們還爲Metro North住戶提供專門的法律援助熱綫, 作爲另一層面的支援
 - **法律援助熱綫**: (212) 298-3450
 - 法律援助的團隊可以幫助回答您對租賃協議的任何問題或疑慮 <u>免費服務!</u>

管理過渡 - 租約簽署時間表

- □ 2024年秋季-我們已在位于Metro North Building 310, Unit 5K 的臨時現場辦公室 進行了預約,以方便簽署租約
 - 租約樣本已分發給所有住戶,供您在預約前審閱。這只是一個樣本。實際租約將在您預約期間提供。
 - ▶ 我們的網站上還提供英語、西班牙語、俄語、繁體中文和簡體中文版本。 MNPWhitePACT. tcbinc. org
 - > 您也可以在此期間致電我們索取副本
 - ➤ Wavecrest**團隊已在住**戶方便的時間安排預約
 - 如有必要,我們將提供登門服務來滿足住戶的需求

管理過渡 - 法律援助

法律援助是個什麽組織?

法律援助協會是一個獨立的非營利組織,將就您的新租約提供**免費**的獨立法律諮詢。

下面熱綫專門服務NYCHA PACT項目的住戶:

免費法律援助熱綫: (212) 298-3450

❖ 我們將很快安排與法律援助代表會面的機會。

簽署租約

- □ PACT 租約由 NYCHA 制定,并已徵求住戶、倡導者和利益相關者的意見。它 還經過了獨立法律服務組織--法律援助協會的審查
- □ PACT 項目的許多權利和保護都記錄在 PACT 租約中,因此簽署這份新租約可確保家庭仍是租約下的租戶,以保護其住戶權利(與他們在公共住房項目中擁有的基本權利相同)
- □ 在接下來的幾個月中,我們將分享有關租約的更多資訊,并與住戶進行聯繫以 簽署新租約

PACT 租約第1頁:租約生效日期和家庭資訊

PACT 租約的第1頁將預先填寫 NYCHA 爲您家庭存檔的資訊,包括您的第8節案件編號。

- □ 在您預約簽署租約期間,請確保此頁面上 的所有資訊均正確無誤
- □ 您的 PACT 租約的生效日期將是 PACT 轉換的日期,預計將于 2025 年春季進行

	Approved - PACT Lease (as of 1/6/2023)
RESIDENTIAL AP	ARTMENT LEASE – [DEVELOPMENT]
PERMANENT AFFORDAB	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:	(P)
PACT Property Manager's Address:	Clo
Development: Address of "Leased Fremise" (includi Tennat's Name (person)-people signing is Section 8 Cate Number: Effective Date of Lease: Development, whichever is later.	
	1 of 13

PACT租約第2頁:第8節和住戶租金部分

PACT 租約的第2頁包含有關第8節和您的 月租金的資訊。

- □ 目前的Metro North 住戶透過 PACT 項目 自動符合第 8 節的資格
- □ 此頁面將預先填寫您的租金金額,該金額 由 NYCHA 的租賃住房辦公室確定。您的 租金將是調整後家庭總收入的 30%
- □ 目前支付固定租金的住戶將在五年內將租 金調整爲調整後家庭總收入的30%

Approved - PACT (as of 1/6

- 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.
- 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 Tenant's portion of the rent. You as Tenant are responsible for paying to the PACT Partner this responsible for paying to the PACT Partner this "Tenans" portion of the rent" which is an amount that is equal to thirty (30%) percent of your adjusted gross incomes as determined by NYCHA, exclusive of any allowance for tenant-paid utilities, if applicables affurther set forth in accordance with

HUD PEV requirements. If you were a NYCHA public hoosing team tresiding at the Development, and if, at the initial conversion of the Development, and if, at the initial conversion of the Development is to the property 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.

PACT 租約第3頁:家庭資訊

PACT 租約的第3頁列出了您家庭的每位成員 及其與戶主的關係。

- □ 如果您向 NYCHA 提交了添加或删除家庭 成員的申請,請在您預約簽署租約時携帶 此文件的副本
- NYCHA 租賃住房辦公室將負責在 PACT 轉換後處理這些申請,但我們可以幫助您 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 becames your tenant's portion of the reat exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payments it equal to 30 for at least 150 days), than 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 DACT Pertner and/or the DACT 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 of 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 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/heir 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 they rents from the PACT Partner the Leased Premises for the Team specified shows.
- 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租約第5頁:保證金和公用事業費

PACT 租約的第 5 頁包含有關您的保證金和公 用事業費的資訊。

- □ 您在 NYCHA 備案的保證金將在轉換後轉至 Wavecrest Management
- □ 公用事業費由管理團隊負責, 幷包含在您的 和金中
- □ 根據 NYCHA 《房屋規則》, 住戶不得在 公寓內安裝烘乾機

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 15° by the banking institution to the Tenant, less 15° by the banking institution to the Tenant, less 15° by Tenant Carlo and the banking institution to the Tenant, less 15° by ACT Partner may use or apply all or any part of the banking institution to the Tenant carlo damage to the Lessed Premises churing the term of this Less. If Tenant carries out all of Tenant's obligations under the Tenant carries out all of Tenant's obligations under the Tenant carries out all of Tenant's obligations under the PACT Partner at the exputation of the less term in the same condition as when restelled 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 rest of the Leasurity deposit in full or in part, if necessary, as may be permitted by the properties of the premitted by the premitted by the properties of the premitted by the properties of the premitted by the properties of the properties o

- 7. SUBLETTING/ASSIGNMENT. Tenant shall neither axign 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 Pattner, nor permit anyone not specifically indicated in this Lease to occupy the Leased Premises. A sublet or assignment without connect 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 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 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 租約 第 6 頁和第 7 頁:申訴流程以及 NYCHA 在 METRO NORTH 中的角色

- □ PACT 租約的第 6 頁和第 7 頁包含有關申訴流程 以及 NYCHA 在 Metro North 中的角色的資訊
- □ PACT 轉換後,NYCHA 有關租金問題的申訴流程 將保持不變
- □ 住戶可以透過 Wavecrest Management 提出有關 維修和維護的申訴
- □ Wavecrest Management 必須獲得 NYCHA 的許可才能對住戶采取法律行動。我們會優先與面臨困難的住戶合作
- □ 住戶將向 NYCHA 租賃住房部門提交年度和中期 收入重新認證表以及家庭變更表
- □ 新住戶將來自 NYCHA 第 8 節租賃住房管理部門 的第 8 節等候名單

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when there is reasonable cause to believe an emergency exits. Failure by Tenant to provide access to the PACT Partner and/or the PACT Property Manager upon reasonable advance notice after a reasonable mumber 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 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 cast Resurt does not comply with any of the obligances of high Lesse, creates a muisnee, energes in conduct detimental to the safety of other tenants, intentionally damages the property or is disturbing to other tenants, the PACT Patter may reministe the tenancy and Lesse in accordance with the termination and injecturace procedure set forth in Paragraph 14 herein 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 receive decent switner.

notice of termination of the Lease to Tenants which shall be:

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

1 If the health or safety of other tenants, the

 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 Continual 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 basing given in 34 CFR § 982.555(a)(1)(a)-(v), an opportunity for an informal basing must be given to the Teans for any disjuste that the Teanat may have with respect to a PACT Patter action in accordance with the Teanati's Lease or the contract administrator in accordance with RAD or Non-RAD PBV requirements that adversely affect the Teanati's rights, obligations, welfare, or startle, obligations, welfare, or startle.

 For any hearing required under 24 CFR § 982.555(a)(1)(a)-(v) (which relates to subsidy 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:廢物處理、寵物和住戶的責任

- PACT 租約第8頁包含有關住戶責任的資訊,包括:
- □ 在指定區域處理垃圾和廢物。垃圾不能留在走廊或 扔出窗外
- □ 寵物 根據 NYCHA 寵物政策, 允許携帶寵物(一 隻狗或一隻猫)
- □ 當前住戶必須在轉換之前向 NYCHA 登記其寵物
- □ 根據上述要求,新住戶也將被允許飼養寵物
- □ 不得關閉新的煙霧和一氧化碳探測器!
- □ 住戶應將任何油漆剝落的情况以及居住在可能需要 窗戶防護裝置的單位中的任何 10 歲以下兒童通知管 理團隊
- □ 單位內不允許使用烘乾機

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, Fenans shall not place baby carriages, bisycles or any other property in or on fire escapes, roofs, side-walks, entrances, driveways, elevators, Satprays, halls or any other public areas. Public across 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 deliverties.
- 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 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), fish and small caged animals (such as hamsiers, 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 頁包含有關租約期限和收入重新認證的資訊。

- □ 根據 PACT 专案,您的租約將自動續簽
- □ 當需要重新認證您作爲第 8 節租戶的收入和家庭 構成時,NYCHA 租賃住房部門將以書面形式通 知您
- □ 如果您的收入在這一年中發生變化, 您可以申請 中期重新認證
- □ 我們現場辦公室的專職工作人員將協助住戶進行 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 represent that in the event a judgment is obtained against hum or her, the PACT Partner may enforce 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 persocary for the operation of the Development, related subsidy, or financing thereof, or as otherwise mandated by the PACT Partner's lender, NYCHA 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, in their or condemned by a public arthority 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 Patters bead upon such taking, and Tenant will be required to surrender the Leased Premise to the PACT Patters to Tenant of such government thing.

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 quaet enjoyment, or breach of the warrange of habitability, whether such interference in temporary or permission, of the distribution activities conducted on adjusting properties.

42. NO WAIVER: The failure of the PACT Patters to insist at any time upon strict performance of any clause in this Lease shall not be construed as a waiver of the PACT Patters's rights. No waiver by the PACT Patters of any provision of this Lease can be made unless made in writing by the PACT Patters with knowledge of the breach of any condition or term of this Lease seen to a waiver of the pattern of the breach of the pattern of the pat

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。

- □ 2018 年,NYCHA 啓動了「無煙倡議」, 透過減少接觸二手煙幷爲希望戒煙的吸煙 住戶提供支持,爲住戶創造更健康的家居 環境,并爲員工創造更健康的工作環境
- □ 我們致力于這一倡議。Metro North 將實行 100% 無煙政策
- □ 這意味著所有單位、公共區域和場地均禁止吸煙(香煙、電子煙、煙斗、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 the Riders 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 bere if applicable);
i. Tenancy Addendum — Section 8 Tenant
Based Voucher Program HUD-52641-a
(check bere if applicable __);

j. Rental Calculation Election Form (check here if applicable ____) k. Indoor Allergen: Hazards 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.

METRO NORTH PLAZA 房屋規則回顧

- □ 《房屋規則》是書面的財産規則清單,您將在租約簽署預約期間隨 PACT 租約一起收到該清單
- Metro North 的《房屋規則》旨在提高所有住戶的生活質量。它們須經 NYCHA 和Metro North住戶協會批准
- □ 《房屋規則》有助于營造一個讓所有住戶都能尊重、和平地享受家園的環 境
- □ 《房屋規則》包括透過《禁止暴力侵害婦女法》(VAWA)保護家庭暴力、 約會暴力、性侵和跟踪的受害者。**這些保護適用于所有人,無論性別、性 別認同或性取向如何。**

Wavecrest聯繫資訊

我們正在現場尋找一處地方作爲我們的臨時管理辦公室。

在此期間,您可以透過電話與我們聯繫: (718) 475-4210

或

給我們發送電子郵件:

MetroNorthPlaza@twmt.net

我們期待回答您就PACT轉換所提出的任何問題或疑惑!

請注意: 在轉換之前,當前的物業管理和維修問題應直接聯繫NYCHA。

PACT合作夥伴聯繫資訊

MNP/W PACT

有關MNP/W PACT 10和即將舉行的會議的資訊, 請訪問我們如下的網站或聯繫我們:

網站: MNPWhitePACT.tcbinc.org 電子郵箱: MNPWhitePACT@tcbinc.org

電話: (718)475-4210

Wavecrest 聯繫資訊:

電子郵箱: <u>MetroNorthPlaza@twmt.net</u>

電話: (718)475-4210

需要瞭解有關PACT項目、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**熱綫**: 212-306-4036

電子郵箱: <u>PACT@NYCHA. NYC. GOV</u>

網站: http://on.nyc.gov/nycha-pact

關于以下問題, 請與PACT資源聯繫:

• 永久合理租金之共同承諾 (PACT) 項目

• 基于項目的第8節

• 房租計算方法

住戶權利和保護

請注意:在轉換之前,日常管理和維修問題應直接聯繫NYCHA。

客戶聯繋中心(CCC): 718-707-7771

問題與回答



