



# MNP/W PACT 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

宜講人:

THE COMMUNITY  
BUILDERS

ASCENDANT  
NEIGHBORHOOD DEVELOPMENT

MDG  
DEVELOPMENT  
MANAGEMENT  
CONSTRUCTION

W  
WAVECREST  
MANAGEMENT

terrain



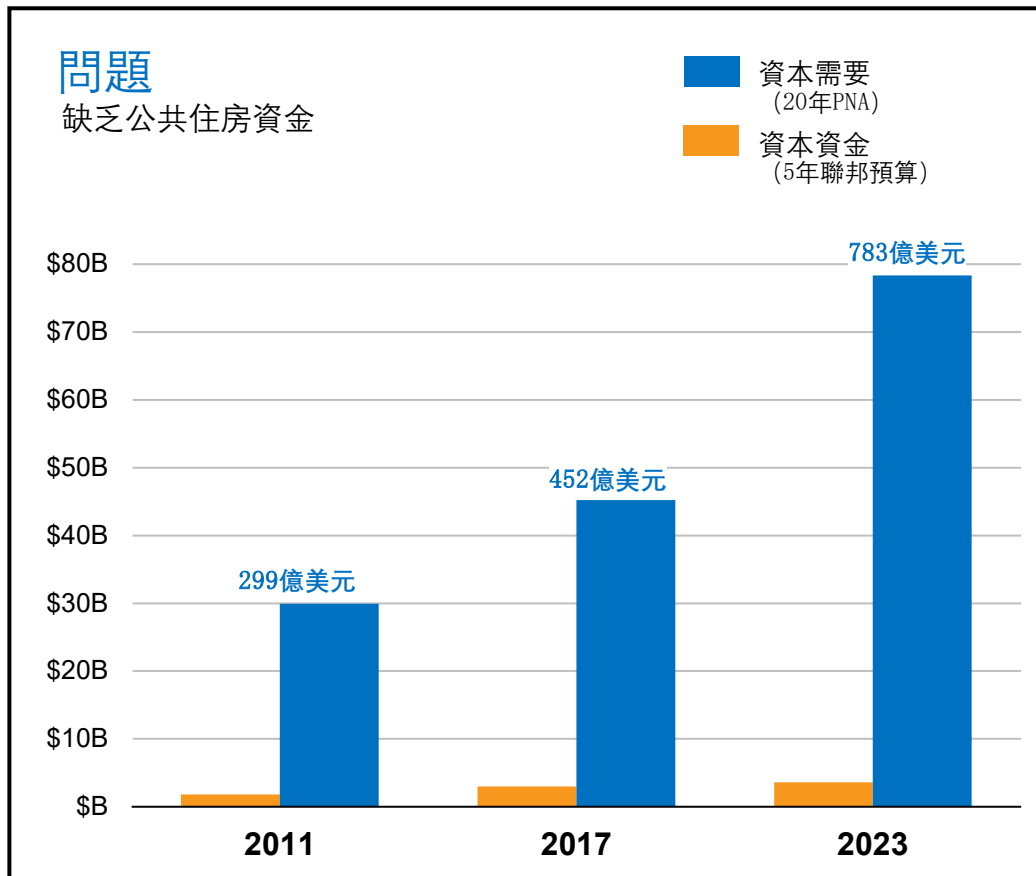
## 會議議程

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

**PACT是什麼？**

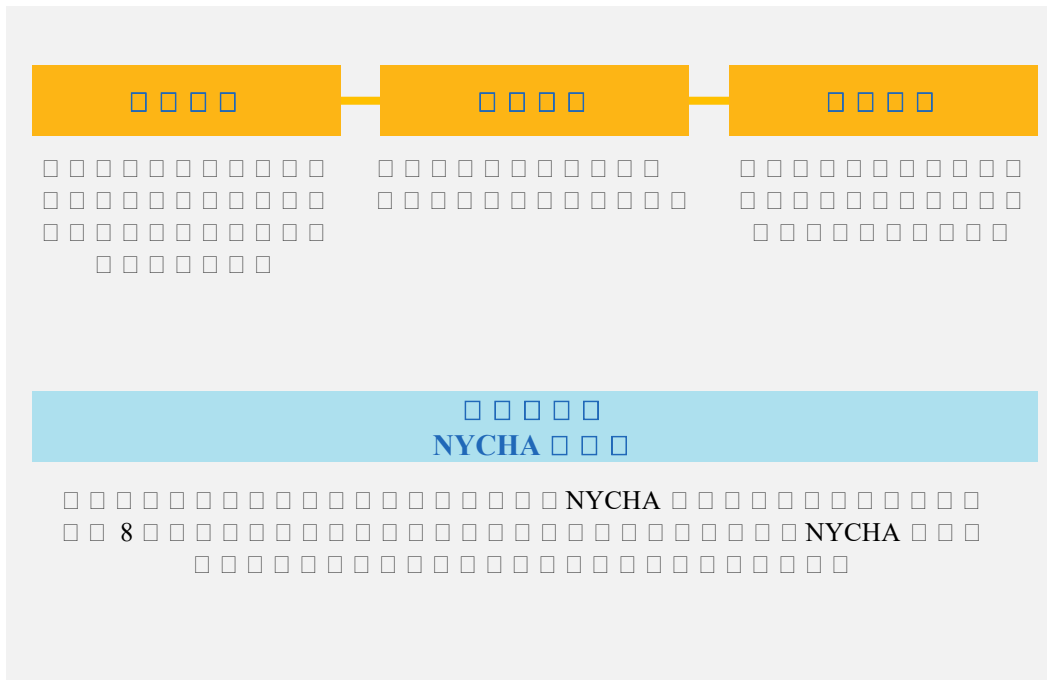
# PACT是什麼？

- 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），并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。



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# PACT住戶保護

- 所有住戶**繼續支付其調整後家庭總收入的30%\***作為租金。
- 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**，并獲得一個新的第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況下，**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**。

\*例外情況可適用於支付固定租金的、目前屬於基于租戶的第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

THE **COMMUNITY**  
**BUILDERS**

**ASCENDANT**  
NEIGHBORHOOD DEVELOPMENT

**MDG**  
DEVELOPMENT  
MANAGEMENT  
CONSTRUCTION

**WAVECREST**  
MANAGEMENT

建築師、景觀設計師和可持續發展顧問

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

**UAI**  
URBAN ARCHITECTURAL INITIATIVES

**terrain**

**BRIGHT POWER**



# 項目時間表

**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況并提供反饋

**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

- ❑ 作為 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 9 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為住戶提供幫助。
- ✓ 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并解決違規問題

# 租約審核

## 簽署租約

### 什麼是租約？

- ☐ 租約是房東和租戶之間在特定期限內具有約束力的合約
- ☐ 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

作為轉換的一部分，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%
- ❑ 住戶將簽署一份為期 1 年的租約，并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（一隻狗或一隻貓），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

\*根據HUD的規定，例外情況可適用於支付固定租金的、目前屬基于租戶的第8節參與者或混合家庭的住戶。

# 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/或洗衣機註冊文件
- ☐ 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

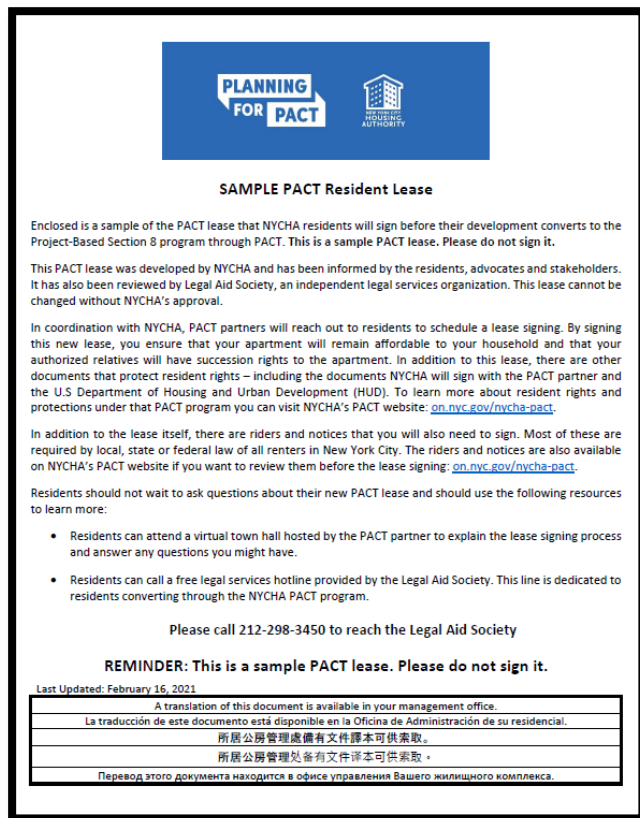
Wavecrest已經與NYCHA審核了租戶檔案。在交割之前，住戶應與NYCHA物業管理進行溝通，完成和更新租戶檔案。

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。

法律援助為您提供有關新租約的獨立法律諮詢 - **免費服務！**

- **免費法律援助熱線：**（212）298-3450

# 管理過渡 – 租約簽署時間表



- ❑ 2024年秋季/冬季 – 新租約的樣本已提前分發，并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。
  - 已為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。
- ❑ 我們還為Metro North住戶提供專門的法律援助熱綫，作為另一層面的支援
  - 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 – 免費服務！



# 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](http://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

## 法律援助是個什麼組織？

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。

# 租約審核

## 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，並與住戶進行聯繫以簽署新租約

# 租約審核

## 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，預計將於 2025 年春季進行

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

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

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

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

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

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

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

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

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

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

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

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

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# 租約審核

## 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為調整後家庭總收入的30%

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

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

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

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

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

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

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

\_\_\_ C. Tenant is Section 8 Tenant-Based participant; unit not on Section 8 Project-Based HAP Contract. See PACT Residential Lease Rider (Tenant-Based Section 8 Participant).

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

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

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

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

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

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

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

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

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# 租約審核

## 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 提交了添加或刪除家庭成員的申請，請在您預約簽署租約時攜帶此文件的副本

❑ NYCHA 租賃住房辦公室將負責在 PACT 轉換後處理這些申請，但我們可以幫助您跟進

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 Initial Conversion:** If you became a Tenant after the initial conversion and the Leased Premises was terminated from the Project-Based HAP because your tenant's portion of the rent exceeds the Contract Rent as determined pursuant to the PSV program (the monthly housing assistance payment is equal to \$0 for at least 180 days), then you will pay the Contract Rent Amount shown below.

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

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

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

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

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

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

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

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

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

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# 租約審核

## 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，並包含在您的租金中
- ☐ 根據 NYCHA 《房屋規則》，住戶不得在公寓內安裝烘乾機

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

i. delivered directly or mailed to the Tenant; or

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

6. SECURITY DEPOSIT:

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

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

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

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

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

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

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

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

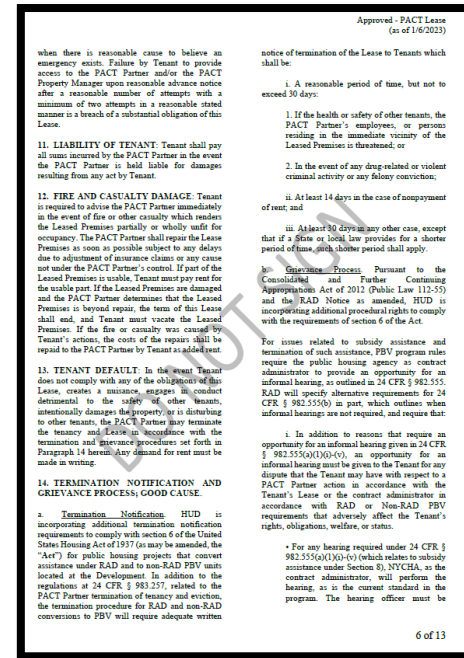
10. **ACCESS:** The PACT Partner and/or the PACT Property Manager, upon reasonable advance notice to the Tenant, shall be permitted to enter the Leased Premises during reasonable hours for the purposes of performing routine inspections and maintenance, making improvement or repair, or for showing the Leased Premises for re-leasing or to prospective 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

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# 租約審核

## 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 的許可才能對住戶採取法律行動。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





# 租約審核

## 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，允許攜帶寵物（一隻狗或一隻貓）
- ❑ 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況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:

(1) Disturbance of neighbors.

(2) Destruction of property, or

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

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

### 15. LEGAL FEES:

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

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

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

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

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

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

### 20. PETS:

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

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

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

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

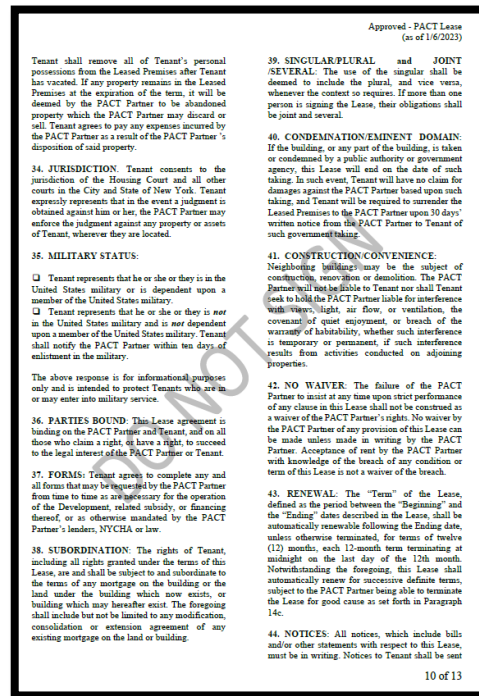
21. SMOKE AND CARBON MONOXIDE ALARMS: Tenant acknowledges that the Leased Premises being rented has smoke and carbon monoxide alarm(s) in proper working order as required by law.

# 租約審核

## 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 專案，您的租約將自動續簽
- ☐ 當需要重新認證您作為第 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



# 租約審核

## 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 啟動了「無煙倡議」，透過減少接觸二手煙并為希望戒煙的吸煙住戶提供支持，為住戶創造更健康的家居環境，并為員工創造更健康的工作環境
- ❑ 我們致力於這一倡議。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 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-52530c (check here if applicable);
- i. Tenancy Addendum - Section 8 Tenant Based Voucher Program HUD-52594-a (check here if applicable);
- j. Rental Calculation Electronic Form (check here if applicable);
- k. Indoor Air Quality Hazard Form; and
- l. Appliance Agreement (check here if applicable)

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

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

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

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

52. **SMOKING POLICY:**

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

53. **ELECTRONIC SIGNATURE.**

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

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# 租約審核

## METRO NORTH PLAZA 房屋規則回顧

- ❑ 《房屋規則》是書面的財產規則清單，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》有助於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。這些保護適用於所有人，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為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](mailto: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 P A C T

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](http://MNPWhitePACT.tcbinc.org)

**電子郵箱：** [MNPWhitePACT@tcbinc.org](mailto:MNPWhitePACT@tcbinc.org)

**電話：** (718) 475-4210

**Wavecrest聯繫資訊：**

**電子郵箱：** [MetroNorthPlaza@twmt.net](mailto:MetroNorthPlaza@twmt.net)

**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熱線：212-306-4036

電子郵箱：[PACT@NYCHA.NYC.GOV](mailto:PACT@NYCHA.NYC.GOV)

網站：<http://on.nyc.gov/nycha-pact>

關於以下問題，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。

**客戶聯繫中心（CCC）：** 718-707-7771

# 問題與回答

