

PACT Partners Lease Meeting

WELCOME!

**Residents of Bedford Stuyvesant Rehab
12/11/24**

The meeting will begin shortly.

¡BIENVENIDO!

**Residentes de Bedford Stuyvesant Rehab
11/12/24**

La reunión comenzará pronto.

PACT PARTNERS:



**NEW YORK CITY
HOUSING
AUTHORITY**



**KALEL
COMPANIES**



C O M P A N I E S



RESTORATION

**FARiA
MANAGEMENT**

AGENDA

- PACT Overview
- Reintroducing the Development Team
- Scope of Work Overview
- Recap Highlights
- Lease Intro & Overview
- Lease Signing Process
- Next Steps & Future Meetings
- Informational Resources



Rendering of Ocean Hill Apartments
** Renderings are subject to change

What Is PACT?

- NYCHA needs \$78.3 billion to fully renovate and modernize its housing, but the federal government has provided only a fraction of the funding needed.
- Through PACT, developments are included in the Rental Assistance Demonstration (RAD) and convert to a more stable, federally funded program called Project-Based Section 8.
- PACT unlocks funding to complete comprehensive repairs, while keeping homes permanently affordable and ensuring residents have the same basic rights as they possess in the public housing program.

PACT Investments & Improvements



Renovated apartment at Twin Parks West



Site improvements at Baychester



Repaired roof and solar panel system at Ocean Bay (Bayside)



Renovated building entrance at Ocean Bay (Bayside)

How PACT Works

PACT depends on partnerships with private and non-profit development partners, who are selected based on resident input.

COMPREHENSIVE REPAIRS

Development partners bring design and construction expertise. They address all the physical needs at the development.

PROFESSIONAL MANAGEMENT

Property management partners are responsible for the day-to-day operation and upkeep of the buildings and grounds.

ENHANCED SERVICES

Partnerships with social service providers help improve on-site services and programming through input from residents.

PUBLIC CONTROL: NYCHA & RESIDENTS

Your development will remain under public control. After conversion, NYCHA will continue to own the land and buildings, administer the Section 8 subsidy and waitlist, and monitor conditions at the development. Where needed, NYCHA can step in to resolve any issues that may arise between residents and the new property management team.



Betances



Ocean Bay (Bayside)

* PACT uses the Rental Assistance Demonstration (RAD), which was designed to ensure that as developments transition to the Section 8 program, homes remain permanently affordable and residents have the same basic rights as they possess in the public housing program.

PACT Resident Protections

RENT CALCULATION

Residents **continue to pay 30% of their adjusted gross household income** towards rent.*

*Exceptions may apply to households who pay flat rent; are current tenant-based Section 8 participants; are a mixed family as defined by HUD; or who signed a non-public housing over-income lease.

FEES & CHARGES

Residents do not have to pay **any additional fees, charges, or utility expenses** that are greater than what they currently pay.

SECTION 8 ELIGIBILITY

Federal rules prohibit the rescreening of current households for Section 8 eligibility. This means that all existing households residing at the development will **automatically qualify** for the Project-Based Section 8 program regardless of their income eligibility, criminal background, or credit history.

AUTOMATIC LEASE RENEWAL

Households will sign a new PACT Section 8 lease, which emulates the Public Housing lease; it **automatically renews** each year and cannot be terminated except for good cause.

TEMPORARY RELOCATION

In some cases, due to the extent of the construction work, temporary moves may be necessary. Residents have the **right to return** to their original apartment after the renovations are complete, and the PACT partner will pay for any packing and moving expenses.

RIGHT-SIZING

All households who are over- or under-housed must **move into an appropriately sized apartment** when one becomes available within their development. This is a Public Housing and Section 8 requirement.

RESIDENT ORGANIZING

Residents continue to have the **right to organize**, and resident associations will receive \$25/unit in **Tenant Participation Activity (TPA) funding**.

GRIEVANCE HEARINGS

Residents continue to have the **right to initiate grievance hearings** with a third-party mediator.

JOB CREATION

The PACT partner is required to set aside 25% of all labor hours **for NYCHA residents** seeking employment in construction or property management.

For more detailed information,
please scan the QR code
or visit the Resident Resources page
on our PACT Website:
on.nyc.gov/nycha-pact



Reintroducing the PACT Partners

Development
Team



Property
Management



General
Contractor



Resident
Engagement



Non-Profit
Partner



&



Scope of Work Overview

- Kitchen & Bath Renovations
- Roof Replacement
- Security Upgrades
- Open Space & Community Facilities
- Building System Modernization
- Upgrade Electrical Systems & HVAC
- Replaced Windows
- New Landscaping
- Repaired Sidewalks & Fences
- Accessibility Upgrades
- Elevator Modernization
- Lobby & Common Area Beautification

Look at Your New Kitchens & Bathrooms!



Basic Bathroom Render

Model Apartment Tour Was Held On 11/4



Basic Kitchen Render

Waste & Maintenance Feedback Summary

Waste + Pest Management

- **Trash Chutes: existing chutes are not in use. (NYCHA staff has sealed the hopper doors shut)**
 - Residents want to see chutes open again
 - Residents reported new compactors were installed
 - Residents request larger hopper doors
- **Illegal dumping and improper disposal was a primary concern in public hallways and at the entrance of the buildings**
 - Trash from the block (neighbors) pile their trash here
 - Most of the trash outside are from others on the block. People leave their furniture and there is not enough space
 - Garbage is often left in the hallways
- **Pest Management**
 - Residents are concerned about how the renovation will expose rats and pests throughout their apartments and the building

Active Security + Site Safety

- **Residents want to see more security at the exterior of the building and entrance**
 - Requests for more cameras in the courtyards; Residents walk their dogs in the courtyards.
 - Locks on the front doors are not secure enough - people can easily break them.

PACT LEASE INFORMATION

Residents must sign the PACT lease before their development converts to the Project-Based Section 8 program through PACT.

- The PACT lease was developed by NYCHA and has been reviewed by the Legal Aid Society, an independent legal services organization. This lease cannot be changed without NYCHA's approval.
- In coordination with NYCHA, Faria Management will reach out to residents to schedule a lease signing. By signing this new lease, residents ensure that their apartment will remain affordable to their household and that authorized household members with permanent permission will have succession rights to the Section 8 subsidy
- There are riders and notices that residents must sign in addition to the lease. These can be viewed at: on.nyc.gov/nycha-pact. These riders are required by local, state or federal law of all renters in New York City.
- To learn more about resident rights and protections under that PACT program you can visit NYCHA's PACT website: on.nyc.gov/nycha-pact.
- Residents can call the Legal Aid Society at 212-298-3450. This line is dedicated to residents converting through the NYCHA PACT program.

INTRODUCTIONS TO LEASE SIGNING

- Every household must sign and date a PACT lease. This is a critical part of the PACT conversion.
- Bedford Stuyvesant Rehab residents will transition from Section 9 (Public Housing) to Section 8 Project Based Voucher. Tenants will pay 30% of total adjusted gross household income towards the rent*.

What is a lease?

- A lease is a binding contract between a landlord and tenant for a specified period.
- Lease agreements outline the responsibilities of both the landlord and tenant.
- For tenants, signing a lease protects your rights.

*Exceptions may apply to households who pay flat rent, are current tenant-based Section 8 participants, or a mixed family, as defined by HUD or who signed a nonpublic housing over income lease.

PACT LEASE PG. 1: LEASE EFFECTIVE DATE & HOUSEHOLD INFORMATION

Pg. 1 of the PACT lease will be pre-filled with information NYCHA has on file for your household, including your Section 8 case number.

- During your lease signing appointment, please ensure all information on this page is correct.
- The effective date of your PACT lease will be determined by the PACT conversion date, which is expected to happen in Spring/Summer of 2025.

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 PBV HAP Contract (as defined below) for the Development, whichever is later.

PACT LEASE PG. 2: SECTION 8 AND RESIDENT RENT PORTION

Pg. 2 of the PACT lease includes information about Section 8 and your monthly rent.

- Current residents automatically qualify for Section 8 through the PACT program.*
- This page will be pre-filled with your current public housing rent amount, which is subject to change prior to your conversion date. NYCHA's Leased Housing Department will be responsible for calculating your new Section 8 rent share at your first S8 recertification post PACT conversion.
- Residents who currently pay a flat rent will have their rents increased to 30% of adjusted gross household income over a five- year phase-in period.

**Exceptions may apply to households who pay flat rent, are current tenant-based Section 8 participants, or a mixed family, as defined by HUD or who signed a nonpublic housing over income lease.*

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 Participants).

a. **ONLY IF 2(A) IS CHECKED: Unit on Project-Based HAP Contract.** Each month the PACT Partner and/or the PACT Property Manager will credit a housing assistance payment received from NYCHA, if any, (the "monthly housing assistance payment") against the monthly Contract Rent. The amount of the monthly housing assistance payment will be determined by NYCHA in accordance with HUD requirements for a tenancy under the Section 8 Project-Based Voucher ("PBV") program and NYCHA's implementation of the Rental Assistance Demonstration ("RAD") program as implemented by Notice H 2019-09 PIH 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-five (\$25.00) dollars, as determined by NYCHA, such increase will be phased-in over a 5-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 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 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

PACT LEASE PG. 3: HOUSEHOLD INFORMATION

Pg. 3 of the PACT lease lists each authorized member of your household and their relationship to the head of household.

- If you submitted a request to NYCHA to add or remove household members, this must be processed by NYCHA public housing management.
- Please make sure this information is correct.
- NYCHA's Leased Housing Department will be responsible for processing these requests after the PACT conversion, but we can help you follow up.

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 PBV 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 PBV program, the Tenant agrees to complete all documentation necessary to apply for assistance under the PBV 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, no later than sixty (60) days from the PACT Partner's and/or the PACT Property Manager's written request, a certification of annual income and household size along with verification documentation. In order to verify Tenant's certification of annual income and household size, the PACT Partner and/or the PACT Property Manager may require Tenant to provide, and Tenant agrees to deliver, such documentation as would enable the PACT Partner and/or the PACT Property Manager to verify Tenant's income under the requirements of the PBV Program, including, without limitation, consecutive paystubs, completed federal and state income tax returns, and W-2 and 1099 forms (or their equivalent). If the Tenant fails to provide income documentation within the required time frame, Tenant agrees to pay the Contract Rent for Apartment as listed below.

The Contract Rent Amount is due and payable the first day of each 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:
_____	_____
_____	_____
_____	_____
_____	_____

PACT LEASE PG. 5: SECURITY DEPOSIT & UTILITIES

Pg. 5 of the PACT lease includes information about your security deposit and utilities.

- The security deposit you have on-file with NYCHA will be transferred to Faria Management upon conversion.
- No changes to utility charges. Any existing air conditioning surcharges will remain the same.

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 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 (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, 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 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 LEASE PG. 6 & 7: GRIEVANCE PROCESS & NYCHA'S ROLE

- Residents can initiate a grievance regarding repairs and maintenance through Faria Management.
- Faria Management must notify NYCHA's Leased Housing Department prior to commencing any legal action against a resident. We prioritize working with residents facing hardships.
- Residents will submit annual and interim income recertifications and household changes to NYCHA's Leased Housing Department.
- New residents come from a project-based Section 8 site-based wait list administered by NYCHA's Leased Housing Department
- If you have questions or disagree with the calculation of your tenant-share portion of rent, you can request an informal conference or hearing from NYCHA's Leased Housing Department.

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

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.

11. 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 renders the Leased Premises partially or wholly unfit for occupancy. The PACT Partner shall repair the Lease Premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under the PACT Partner's control. If part of the Leased Premises is usable, Tenant must pay rent for the usable part. 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 event Tenant does not comply with any of the obligations of this Lease, creates a nuisance, engages in conduct detrimental to the safety of other tenants, intentionally damages the property, or is disturbing to other tenants, the PACT Partner may terminate the tenancy and Lease in accordance with the termination and grievance procedures set forth in Paragraph 14 herein. Any demand for rent must be made in writing.

14. TERMINATION NOTIFICATION AND GRIEVANCE PROCESS; GOOD CAUSE.

a. Termination Notification. HUD is incorporating additional termination notification requirements to comply with section 6 of the United States Housing Act of 1937 (as may be amended, the "Act") for public housing projects that convert assistance under RAD and to non-RAD PBV units located at the Development. In addition to the regulations at 24 CFR § 983.257, related to the PACT Partner termination of tenancy and eviction, the termination procedure for RAD and non-RAD conversions to PBV will require adequate written

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

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

1. If the health or safety of other tenants, the PACT Partner's employees, or persons residing in the immediate vicinity of the Leased Premises is threatened; or

2. In the event of any drug-related or violent criminal activity or any felony conviction;

ii. At least 14 days in the case of nonpayment of rent; and

iii. At least 30 days in any other case, except 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 agency as contract administrator to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(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 hearing given in 24 CFR § 982.555(a)(1)(i)-(v), an opportunity for an informal hearing must be given to the Tenant for any dispute that the Tenant may have with respect to a PACT Partner action in accordance with the Tenant's Lease or the contract administrator in accordance with RAD or Non-RAD PBV requirements that adversely affect the Tenant's rights, obligations, welfare, or status.

• For any hearing required under 24 CFR § 982.555(a)(1)(i)-(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 LEASE PG. 8: RESIDENT RESPONSIBILITIES

- Residents may discard garbage only in designated areas.
- Pets are not permitted on the property without the express written consent of Faria Management. If a Tenant has a pet legally registered with NYCHA as of the date the Lease is signed, a Tenant shall be permitted to keep such pet on the premises. Dogs may not weigh more than 25 pounds when full grown. Aggressive breeds are not permitted.
- Residents may not tamper with smoke and carbon monoxide detectors.
- Residents must notify Faria Management of peeling paint and children under 10 residing in a unit that may require window guards.
- Dryers are NOT permitted in units.

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

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

- (1) Disturbance of neighbors,
- (2) Destruction of property, or
- (3) Living or housekeeping habits that cause damage to the Leased Premises or the Development.

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

15. LEGAL FEES:

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

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

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

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

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

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

20. PETS:

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

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

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

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

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

PACT LEASE PG. 10: LEASE DURATION & INCOME RECERTIFICATION

Pg. 10 of the PACT lease includes information about the duration of your lease and income recertification.

- At your lease appointment you will sign a 1-year lease.
- Under the PACT program, your lease will automatically renew.
- NYCHA's Leased Housing Department will notify you in writing when it is time to recertify your income and household composition as a Section 8 tenant.
- You can request an interim recertification if your income changes during the year.
- Dedicated staff at our management offices are available to assist residents with recertifications.

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

Tenant shall remove all of Tenant's personal possessions from the Leased Premises after Tenant has vacated. If any property remains in the Leased Premises at the expiration 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 said 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 a judgment is obtained against him 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 necessary 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 hereafter 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 taken 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 upon 30 days' written notice from the PACT Partner to Tenant of such government taking.

41. CONSTRUCTION/CONVENIENCE: Neighboring buildings may be the subject of construction, renovation or demolition. The PACT Partner will not be liable to Tenant nor shall Tenant seek to hold the PACT Partner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability, whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining properties.

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

43. RENEWAL: The "Term" of the Lease, defined as the period between the "Beginning" and the "Ending" dates described in the Lease, shall be automatically renewable following the Ending date, unless otherwise terminated, for terms of twelve (12) months, each 12-month term terminating at midnight on the last day of the 12th month. Notwithstanding the foregoing, this Lease shall automatically renew for successive definite terms, subject to the PACT Partner being able to terminate the Lease for good cause as set forth in Paragraph 14c.

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 LEASE PG. 12: SMOKING POLICY

- In 2018, NYCHA launched its Smoke-Free Initiative to create healthier homes for residents and working environments for employees by reducing exposure to secondhand smoke & providing support to residents who smoke and want to quit.
- We are committed to this initiative. Your development will have a 100% Smoke-Free Policy.
- This means smoking (cigarettes, electronic cigarettes, pipes, marijuana, etc.) is prohibited in all units, common areas, and grounds.

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

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

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

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

- Window Guard Notice;
- Lead-Based Paint Development Disclosure Summary
- Lead Paint Hazards in the Home (Sp. and Eng.)
- Lease/Commencement Occupancy Notice for Prevention of Lead-Based Paint Hazards Regarding Child;
- PACT Residential Lease Rider;
- PACT Residential Lease Rider for Tenant-Based Section 8 Participants (check here if applicable ___);
- Rider for Tax-Exempt Bond Financing (check here if applicable ___);
- Tenancy Addendum – Section 8 Project Based Voucher Program HUD-52530-c (check here if applicable ___);
- Tenancy Addendum – Section 8 Tenant Based Voucher Program HUD-52641-a (check here if applicable ___);
- Rental Calculation Election Form (check here if applicable ___);
- Indoor Allergens Hazards Form; and
- 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 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 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,

HOUSE RULES

- You will receive the House Rules with your PACT lease during your lease signing appointment.
- The House Rules for Bedford Stuyvesant Rehab were created to enhance the quality of life for all residents. They are subject to approval by NYCHA and the Tenant Association.
- Residents are required to report needed repairs in a timely manner to Faria Management. Residents can do so by phone, in-person by visiting the property management office during normal business hours, or by creating a ticket request through Rent Café either online or through the app.
- Residents are responsible for insuring their personal property for loss and damage.
- Residents must take every reasonable precaution to prevent fires and must not store gasoline or other hazardous flammable substances in the apartment.
- Common areas are for the benefit of all residents. It is prohibited for any person to obstruct, damage, or deface any common area.

LEASE RECAP

- Current residents who are on the household composition will automatically qualify for project-based Section 8 through the PACT Program.
- Tenant Rent portion will remain at 30% of adjusted gross household income*
- Tenants who are paying a flat rent will have their rents increased to 30% over a five-year phase-in period.
- Utility & air-conditioning surcharges will remain the same.
- New residents will be selected from the development's Project Based Section 8 waiting list administered by NYCHA's Section 8 Leased Housing Department.
- Grievance processes will remain in place.

**Exceptions may apply to households who pay flat rent, are current tenant-based Section 8 participants, or a mixed family, as defined by HUD or who signed a nonpublic housing over income lease.*

LEASE SIGNING PROCESS

- Notices will be distributed to residents with the date, time and location to come sign their new lease.
- The current head of household must be present to sign the new lease.
- To sign, the head of household must bring photo ID and documentation noted on the following slide. You will also be asked to bring any necessary documentation that may be required and presently missing from your tenant file.
- Each household will receive a signed copy of their new lease.

LEGAL AID SOCIETY CONTACT INFO

- Legal Aid Society has a department specifically assigned to assist residents with questions on PACT conversions. Legal Aid Society is independent of NYCHA and the PACT Partners.
- Legal Aid Society staff can be reached directly at 212-298-3450.

DOCUMENTS REQUIRED AT LEASE SIGNING

Family Profile Documents (required for all family members)

Birth Certificate

In lieu of a birth certificate, we will accept a valid passport and driver's license

Social Security card

In lieu of a SSN Card, we could accept an identification card issued by a federal, state or local gov't agency; benefits award letter, life insurance policy that displays the full SSN.

Immigration Documents

if applicable for tenant's case

Marriage Licenses

if applicable for tenant's case

Guardianship Agreements

if applicable for tenant's case

- We will notify you if any additional documentation is required before your individual lease signing appointment.

NEXT STEPS

- Faria Management will schedule appointments with all households to gather any missing documents and sign leases
- Visit the Model Unit (most lease signing appointments will be held in the model apartment)
- Please reach out to Legal Aid or NYCHA with any questions or concerns about the lease



Future Resident Meeting Topics

(not in order)

- Construction Readiness
- Hiring & Training Opportunities
- Design Charette 3: Final Designs
- Social Services Meeting
- Meeting with Faria Management
- Community Plan Distribution / Transition Meeting



Rendering of Ocean Hill Apartments
** Renderings are subject to change

Available Resources for Residents



PACT Hotline: (212) 306-4036

Email: PACT@NYCHA.NYC.GOV

Website: <http://on.nyc.gov/nycha-pact>

Contact PACT Resources with questions about:

- PACT Program
- Project-Based Section 8
- How rent will be calculated
- Resident rights and protections

Customer Contact Center (CCC): (718) 707-7771

Contact CCC with questions about:

- Repairs in your apartment or in a public space
- Concerning heat and hot water issues
- For information about housing applications offices

PACT PARTNERS:



Email: info@ohsgcommunity.com

Contact us if you have questions about the following topics:

- Presentation material
- Design and construction
- Future meeting dates and topics
- Hiring and training



Thank You
Questions?