

Reunión de arrendamiento de los socios de PACT

¡BIENVENIDOS,
Residentes de Saratoga Village!
18/11/24
La reunión comenzará en breve.

SOCIOS DE PACT:



AGENDA

- Descripción general de PACT
- Reintroducción del equipo de desarrollo
- Descripción general del alcance del trabajo
- Resumen de los puntos destacados
- Introducción y descripción general del contrato de arrendamiento
- Proceso de firma del contrato de arrendamiento
- Próximos pasos y reuniones futuras
- Recursos informativos



Representación de los apartamentos de Ocean Hill
** Las representaciones están sujetas a cambios **

¿Qué es PACT?

- La NYCHA necesita \$78,3 mil millones para renovar y modernizar completamente sus viviendas, pero el gobierno federal ha proporcionado solo una fracción de la financiación necesaria.
- A través de PACT, los complejos habitacionales se incluyen en la Demostración de Asistencia de Alquiler (RAD) y se convierten en un programa más estable, financiado por el gobierno federal, llamado Sección 8 Basada en Proyectos.
- PACT desbloquea fondos para completar reparaciones integrales, al mismo tiempo que mantiene las viviendas permanentemente asequibles y garantiza que los residentes tengan los mismos derechos básicos que poseen en el programa de vivienda pública.

Inversiones y mejoras de PACT



Apartamento renovado en Twin Parks West



Mejoras en Baychester



Reparación de techo y sistema de paneles solares en Ocean Bay (Bayside)



Entrada del edificio renovado en Ocean Bay (Bayside)

¿Cómo funciona PACT?

PACT depende de asociaciones con socios de desarrollo privados y sin fines de lucro, que se seleccionan en función de las sugerencias de los residentes.

REPARACIONES INTEGRALES

Los socios de desarrollo aportan experiencia en diseño y construcción y se ocupan de todas las necesidades físicas del complejo habitacional.

ADMINISTRACIÓN PROFESIONAL

Los socios de administración de propiedades son responsables del funcionamiento y mantenimiento cotidianos de los edificios y terrenos.

SERVICIOS MEJORADOS

Las asociaciones con proveedores de servicios sociales ayudan a mejorar los servicios y programas en el lugar gracias a las sugerencias de los residentes.

CONTROL PÚBLICO: LA NYCHA Y LOS RESIDENTES

Su complejo habitacional permanecerá bajo control público. Después de la conversión, la NYCHA seguirá siendo propietaria del terreno y los edificios, administrará el subsidio de la Sección 8 y la lista de espera y supervisará las condiciones en el complejo. Cuando sea necesario, la NYCHA podrá intervenir para resolver cualquier problema que surja entre los residentes y el nuevo equipo de administración de la propiedad.



Betances



Ocean Bay (Bayside)

* PACT utiliza la Demostración de Asistencia de Alquiler (RAD), que fue diseñada para asegurar que, a medida que los complejos habitacionales se transfieran al programa de la Sección 8, las viviendas permanezcan permanentemente asequibles y los residentes conserven los mismos derechos básicos que poseen en el programa de vivienda pública.

Protecciones para residentes de PACT

- Todos los residentes **continuarán pagando el 30 % de su ingreso familiar bruto ajustado*** en concepto de alquiler.
- Los residentes **no tienen que pagar ninguna tarifa o cargo adicional** superior al que pagan actualmente.
- Los residentes tienen **derecho a permanecer** o, si es necesario reubicarse temporalmente, tienen **derecho a regresar** a la propiedad.
- Todos los hogares existentes **califican automáticamente** para el programa de la Sección 8 Basada en Proyectos y se les ofrecerá un nuevo contrato de arrendamiento PACT.
- Los contratos de arrendamiento **se renuevan automáticamente cada año** y no pueden rescindirse excepto por una causa justificada.
- Todos los hogares que están en unidades de tamaño inadecuado (ya sea muy grandes o muy pequeñas) deben **mudarse a un apartamento de tamaño adecuado** cuando haya uno disponible .
- Todos **los gastos de mudanza y embalaje son cubiertos** por el socio de PACT.
- Los residentes pueden **agregar personas** a sus hogares de la Sección 8, quienes tendrán **derechos de sucesión**.
- Los residentes tienen derecho a iniciar **audiencias de quejas**.
- Los residentes tienen la oportunidad de **postularse a empleos** creados por PACT.

*Pueden aplicarse excepciones a los hogares que pagan un alquiler fijo, que son participantes actuales de la Sección 8 Basada en el Inquilino, o que son una familia mixta, según lo define el HUD, o que firmaron un contrato de arrendamiento para ingresos superiores a los requisitos de vivienda pública.

Reintroducción de los socios de PACT

Equipo de desarrollo



&



Administración
de
propiedades



Contratista
general



Compromiso
de los
residentes



Socio sin fines
de lucro



Descripción general del alcance de trabajo

- Renovaciones de cocinas y baños
- Reemplazo de techos
- Mejoras de seguridad
- Espacios abiertos e instalaciones comunitarias
- Modernización de los sistemas de edificios
- Mejora de los sistemas eléctricos y de calefacción, ventilación y aire acondicionado
- Reemplazo de ventanas
- Nuevo paisajismo
- Reparación de aceras y cercas
- Mejoras de accesibilidad
- Modernización de ascensores
- Embellecimiento del vestíbulo y las zonas comunes

**¡Estas son sus
cocinas y baños nuevos!**

Se harán recorridos de los
modelos de los apartamentos
durante noviembre de 2024



Render de baño básico



Render de cocina básica

Resumen de comentarios sobre residuos y mantenimiento

Gestión de residuos + plagas

- **Contenedores de basura: los contenedores existentes no están en uso. (El personal de la NYCHA ha sellado las puertas de los contenedores)**
 - Los residentes quieren que los conductos se vuelvan a abrir
 - Los residentes informaron que se instalaron nuevos compactadores
 - Los residentes han solicitado puertas de tolva más grandes
- **El vertido ilegal y la eliminación inadecuada de basura son una preocupación principal en los pasillos públicos y en la entrada de los edificios.**
 - La basura de los vecinos de la cuadra se amontona en este lugar.
 - La mayor parte de la basura que se encuentra afuera proviene de otras personas de la cuadra. La gente deja sus muebles y no hay suficiente espacio.
 - A menudo se deja basura en los pasillos.
- **Gestión de plagas**
 - Los residentes están preocupados de que la renovación exponga sus apartamentos y el edificio a ratas y plagas.

Seguridad activa + seguridad del sitio

- **Los residentes desean ver más seguridad en el exterior del edificio y en la entrada.**
 - Piden que haya más cámaras en los patios; Los vecinos pasean a sus perros por los patios.
 - Las cerraduras de las puertas principales no son lo suficientemente seguras: las personas pueden forzarlas fácilmente.

INFORMACIÓN DEL CONTRATO DE ARRENDAMIENTO PACT

Los residentes deben firmar el contrato de arrendamiento PACT antes de que su complejo habitacional se convierta al programa de la Sección 8 Basado en Proyectos a través de PACT.

- El contrato de arrendamiento PACT fue elaborado por la NYCHA y ha sido revisado por Legal Aid Society, una organización independiente de servicios legales. Este contrato no puede modificarse sin la aprobación de la NYCHA.
- En coordinación con la NYCHA, Faria Management se comunicará con los residentes para programar la firma del contrato de arrendamiento. Al firmar este nuevo contrato, los residentes se aseguran de que su apartamento seguirá siendo asequible para su hogar y que los miembros autorizados de la familia con permiso permanente tendrán derechos de sucesión al subsidio de la Sección 8.
- Existen cláusulas adicionales y avisos que los residentes deben firmar junto con el contrato. Se pueden consultar en: on.nyc.gov/nycha-pact. Estas cláusulas adicionales son obligatorias por las leyes locales, estatales o federales para todos los inquilinos en la ciudad de Nueva York.
- Para obtener más información sobre los derechos y protecciones de los residentes bajo el programa PACT, pueden ir al sitio web de PACT de la NYCHA: on.nyc.gov/nycha-pact.
- Los residentes pueden llamar a Legal Aid Society al 212-298-3450. Esta línea está dedicada a los residentes que están en proceso de conversión a través del programa PACT de la NYCHA.

INFORMACIÓN DEL CONTRATO DE ARRENDAMIENTO PACT

- Todos los hogares deben firmar y fechar un contrato de arrendamiento PACT. Esta es una parte fundamental de la conversión PACT.
- Los residentes de Saratoga Village pasarán de la Sección 9 (Vivienda pública) a la Sección 8, un programa de vales basados en proyectos. Los inquilinos pagarán el 30 % del ingreso familiar bruto ajustado total para el alquiler*.

¿Qué es un contrato de arrendamiento?

- Un contrato de arrendamiento es un contrato vinculante entre un propietario y un inquilino por un período específico.
- Los contratos de arrendamiento describen las responsabilidades tanto del propietario como del inquilino.
- Para los inquilinos, firmar un contrato de arrendamiento protege sus derechos.

*Pueden aplicarse excepciones a los hogares que pagan un alquiler fijo, que son participantes actuales de la Sección 8 Basada en el Inquilino, o que son una familia mixta, según lo define el HUD, o que firmaron un contrato de arrendamiento para ingresos superiores a los requisitos de vivienda pública.

PÁG. 1 DEL CONTRATO DE ARRENDAMIENTO PACT: FECHA DE VIGENCIA DEL CONTRATO DE ARRENDAMIENTO E INFORMACIÓN SOBRE EL HOGAR

La página 1 del contrato de arrendamiento PACT se completará previamente con la información que la NYCHA tiene archivada para su hogar, incluido su número de caso de la Sección 8.

- Durante su cita para firmar el contrato de arrendamiento, asegúrese de que toda la información en esta página sea correcta.
- La fecha de vigencia de su contrato de arrendamiento PACT estará determinada por la fecha de conversión de PACT, que se espera que ocurra en el otoño de 2024.

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.

PÁG. 2 DEL CONTRATO DE ARRENDAMIENTO PACT: SECCIÓN 8 Y PARTE DEL ALQUILER PARA RESIDENTES

La página 2 del contrato de arrendamiento PACT incluye información sobre la Sección 8 y su alquiler mensual.

- Los residentes actuales califican automáticamente para la Sección 8 a través del programa PACT.*
- Esta página se completará previamente con el monto de alquiler actual de vivienda pública, que está sujeto a cambios antes de la fecha de conversión. El Departamento de Vivienda Arrendada de la NYCHA será responsable de calcular su nueva cuota de alquiler de la Sección 8 en su primera recertificación de la S8 después de la conversión PACT.
- Los residentes que actualmente pagan un alquiler fijo verán un aumento en su alquiler al 30 % del ingreso familiar bruto ajustado durante un período de implementación de cinco años.

* Pueden aplicarse excepciones a los hogares que pagan un alquiler fijo, que son participantes actuales de la Sección 8 Basada en el Inquilino, o que son una familia mixta, según lo define el HUD, o que firmaron un contrato de arrendamiento para ingresos superiores a los requisitos de vivienda pública.

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(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

PÁG. 3 DEL CONTRATO DE ARRENDAMIENTO PACT: INFORMACIÓN DEL HOGAR

En la página 3 del contrato de arrendamiento PACT se enumera cada miembro autorizado de su hogar y su relación con el jefe de familia.

- Si presentó una solicitud a la NYCHA para agregar o eliminar miembros del hogar, la misma debe ser procesada por la administración de vivienda pública de la NYCHA.
- Asegúrese de que esta información sea correcta.
- El Departamento de Vivienda Arrendada de la NYCHA será responsable de procesar estas solicitudes después de la conversión PACT, pero podemos ayudarlo con el seguimiento.

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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 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:
_____	_____
_____	_____
_____	_____
_____	_____

PÁG. 5 DEL CONTRATO DE ARRENDAMIENTO PACT: DEPÓSITO DE SEGURIDAD Y SERVICIOS PÚBLICOS

La página 5 del contrato de arrendamiento PACT incluye información sobre su depósito de seguridad y servicios públicos.

- El depósito de seguridad que tiene registrado en la NYCHA se transferirá a Faria Management en el momento de la conversión.
- No habrá cambios en los cargos de servicios públicos. Cualquier recargo existente por aire acondicionado se mantendrá igual.

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

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 (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

PÁGS. 6 Y 7 DEL CONTRATO DE ARRENDAMIENTO PACT: PROCESO DE QUEJAS Y EL PAPEL DE LA NYCHA EN NWB

- Los residentes pueden iniciar una queja sobre reparaciones y mantenimiento a través de Faria Management.
- Faria Management debe notificar al Departamento de Vivienda Arrendada de la NYCHA antes de iniciar cualquier acción legal contra un residente. Priorizamos trabajar con los residentes que enfrentan dificultades.
- Los residentes enviarán recertificaciones de ingresos anuales e intermedias, así como los cambios en el hogar, al Departamento de Vivienda Arrendada de la NYCHA.
- Los nuevos residentes provienen de una lista de espera basada en el sitio de la Sección 8 Basada en Proyectos, administrada por el Departamento de Vivienda Arrendada de la NYCHA.
- Si tiene preguntas o no está de acuerdo con el cálculo de su parte del alquiler que le corresponde como inquilino, puede solicitar una conferencia informal o audiencia con el Departamento de Vivienda Arrendada de la NYCHA.

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

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

PÁG. 8 DEL CONTRATO DE ARRENDAMIENTO PACT: RESPONSABILIDADES DE LOS RESIDENTES

- Los residentes solo pueden desechar basura en las zonas designadas.
- No se permiten mascotas en la propiedad sin el consentimiento expreso por escrito de Faria Management. Si un Inquilino tiene una mascota legalmente registrada con la NYCHA a la fecha en que se firma el Contrato, se permitirá que el Inquilino conserve dicha mascota en el inmueble. Los perros no deben pesar más de 25 libras cuando están completamente desarrollados. No se permiten razas agresivas.
- Los residentes no deben manipular los detectores de humo y monóxido de carbono.
- Los residentes deben notificar a Faria Management sobre pintura descascarada y la presencia de niños menores de 10 años en una unidad que pueda requerir protectores de ventanas.
- NO se permiten secadoras en las unidades.

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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 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.

PÁG. 10 DEL CONTRATO DE ARRENDAMIENTO PACT: DURACIÓN DEL CONTRATO Y RECERTIFICACIÓN DE INGRESOS

La página 10 del contrato de arrendamiento PACT incluye información sobre la duración de su contrato de arrendamiento y la recertificación de ingresos.

- En su cita para el contrato, firmará un contrato de arrendamiento de 1 año.
- Su contrato de arrendamiento se renovará automáticamente bajo el programa PACT.
- El Departamento de Vivienda Arrendada de la NYCHA le notificará por escrito cuando sea el momento de recertificar sus ingresos y la composición de su hogar como inquilino de la Sección 8.
- Puede solicitar una recertificación intermedia si sus ingresos cambian durante el año.
- En nuestras oficinas de administración hay personal dedicado que está disponible para ayudar a los residentes con las recertificaciones.

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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

PÁG. 12 DEL CONTRATO DE ARRENDAMIENTO PACT: POLÍTICA SOBRE FUMAR

- En 2018, la NYCHA lanzó su Iniciativa Libre de Humo para crear hogares más saludables para los residentes y ambientes de trabajo para los empleados al reducir la exposición al humo de segunda mano y brindar apoyo a los residentes que fuman y desean dejar de fumar.
- Estamos comprometidos con esta iniciativa. Su complejo habitacional tendrá una política 100 % libre de humo.
- Esto significa que fumar (cigarrillos, cigarrillos electrónicos, pipas, marihuana, etc.) está prohibido en todas las unidades, áreas comunes y terrenos.

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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:

- 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,

REGLAS DE LA CASA

- Recibirá las Reglas de la Casa con su contrato de arrendamiento PACT durante su cita para firmar el contrato.
- Las Reglas de la Casa para Saratoga Village se crearon para mejorar la calidad de vida de todos los residentes. Están sujetas a la aprobación de la NYCHA y la Asociación de Inquilinos.
- Los residentes deben informar a Faria Management sobre las reparaciones necesarias de manera oportuna. Pueden hacerlo por teléfono, en persona visitando la oficina de administración de la propiedad durante el horario laboral, o creando una solicitud a través de Rent Café, ya sea en línea o mediante la aplicación.
- Los residentes son responsables de asegurar su propiedad personal contra pérdidas y daños.
- Los residentes deben tomar todas las precauciones razonables para evitar incendios y no deben almacenar gasolina ni otras sustancias inflamables peligrosas en el apartamento.
- Las zonas comunes son para el beneficio de todos los residentes. Está prohibido que cualquier persona obstruya, dañe o desfigure cualquier zona común.

RESUMEN DEL CONTRATO DE ARRENDAMIENTO

- Los residentes actuales que forman parte de la composición del hogar calificarán automáticamente para la Sección 8 basada en proyectos a través del Programa PACT.
- La parte del alquiler del inquilino se mantendrá en el 30 % del ingreso familiar bruto ajustado*
- Los inquilinos que pagan un alquiler fijo verán un incremento en sus alquileres hasta un 30 % a lo largo de un período de implementación gradual de cinco años.
- Los recargos por servicios públicos y aire acondicionado se mantendrán iguales.
- Los nuevos residentes serán seleccionados de la lista de espera de la Sección 8 Basada en Proyectos del complejo, administrada por el Departamento de Vivienda Arrendada de la Sección 8 de la NYCHA.
- Los procesos de quejas seguirán vigentes.

**Pueden aplicarse excepciones a los hogares que pagan un alquiler fijo, que son participantes actuales de la Sección 8 Basada en el Inquilino, o que son una familia mixta, según lo define el HUD, o que firmaron un contrato de arrendamiento para ingresos superiores a los requisitos de vivienda pública.*

PROCESO DE FIRMA DEL CONTRATO DE ARRENDAMIENTO

- Se distribuirán avisos a los residentes con la fecha, hora y lugar para venir a firmar su nuevo contrato de arrendamiento.
- El actual jefe del hogar debe estar presente para firmar el nuevo contrato.
- Para firmar, el jefe del hogar debe llevar una identificación con foto y la documentación mencionada en la siguiente diapositiva. También se le pedirá que traiga cualquier documentación necesaria que pueda ser requerida y que actualmente falte en su archivo de inquilino.
- Cada hogar recibirá una copia firmada de su nuevo contrato de arrendamiento.

INFORMACIÓN DE CONTACTO DE LEGAL AID SOCIETY

- Legal Aid Society tiene un departamento asignado específicamente para ayudar a los residentes con preguntas sobre las conversiones PACT. Legal Aid Society es independiente de la NYCHA y de los Socios de PACT.
- Puede contactar directamente a los abogados de Legal Aid Society al 212-298-3450.

DOCUMENTOS REQUERIDOS PARA LA FIRMA DEL CONTRATO DE ARRENDAMIENTO

Documentos del perfil familiar (requeridos para todos los miembros de la familia)

Certificado de nacimiento

En lugar de un certificado de nacimiento, aceptaremos un pasaporte válido y una licencia de conducir.

Tarjeta del seguro social

En lugar de una tarjeta con el número de seguro social (SSN), podríamos aceptar una tarjeta de identificación emitida por una agencia gubernamental federal, estatal o local; carta de concesión de beneficios, póliza de seguro de vida que muestre el SSN completo.

Documentos de inmigración

Si aplica para el caso del inquilino

Licencias de matrimonio

Si aplica para el caso del inquilino

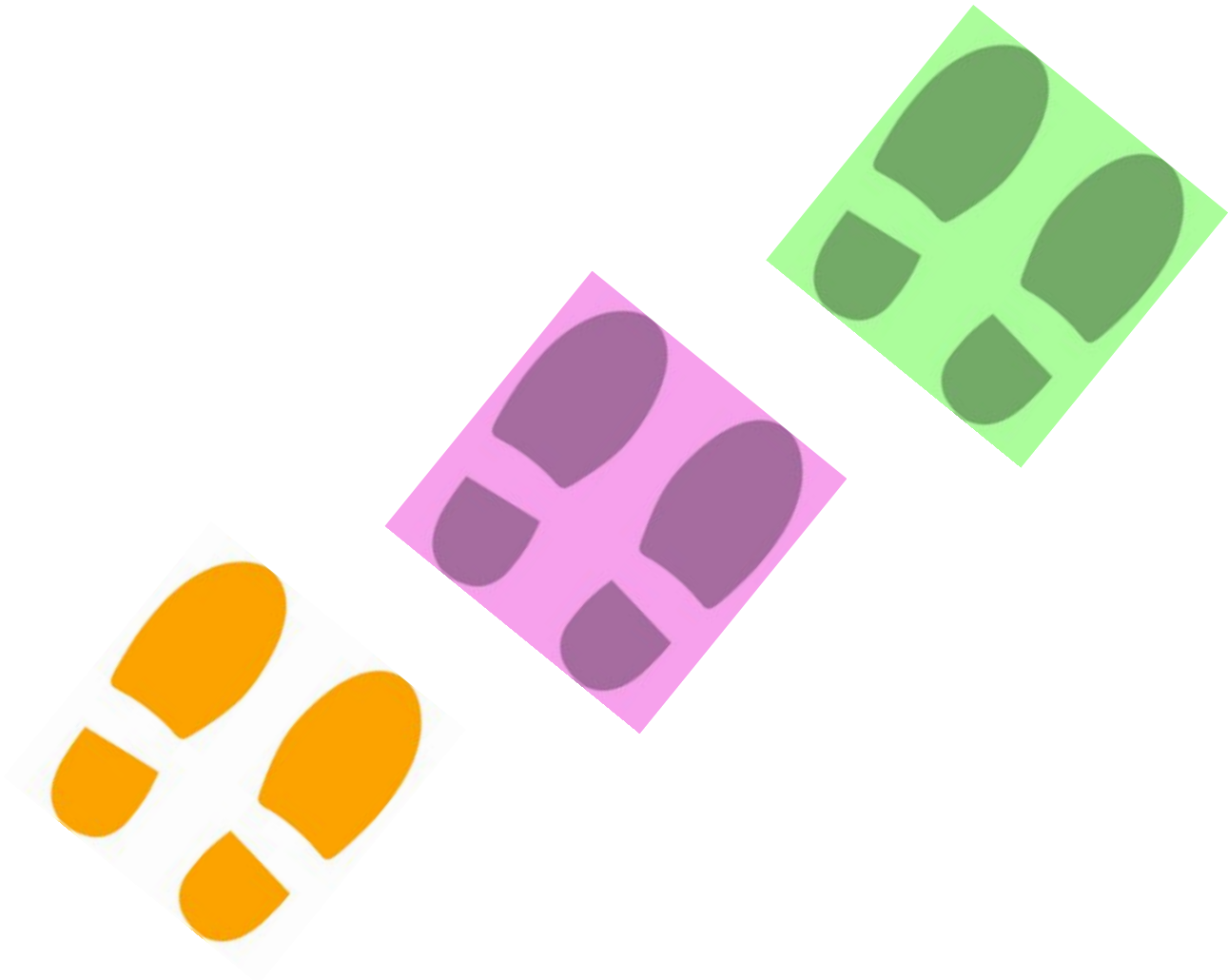
Acuerdos de tutela

Si aplica para el caso del inquilino

- Le notificaremos si se requiere alguna documentación adicional antes de su cita para firmar el contrato de arrendamiento individual.

PRÓXIMOS PASOS

- Faria Management programará citas con todos los hogares para recopilar cualquier documento faltante y firmar los contratos de arrendamiento.
- Programe una cita con nosotros para visitar uno de los modelos de apartamentos
- Comuníquese con Legal Aid o la NYCHA si tiene alguna pregunta o inquietud sobre el contrato de arrendamiento.



Temas de reunión para futuros residentes

(sin orden específico)

- Preparación para la construcción
- Oportunidades de empleo y capacitación
- Charrette de diseño 3: diseños finales
- Reunión de servicios sociales
- Reunión con Faria Management
- Distribución del plan comunitario / reunión de transición



Renderización de Ocean Hill Apartments
** Las representaciones están sujetas a cambios **

Recursos disponibles para residentes



Línea directa de PACT: (212) 306-4036

Correo electrónico: PACT@NYCHA.NYC.GOV

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

Comuníquese con PACT Resources si tiene preguntas sobre:

- El Programa PACT
- La Sección 8 Basada en Proyectos
- ¿Cómo se calculará el alquiler?
- Derechos y protecciones de los residentes

Centro de atención al cliente (CCC): (718) 707-7771

Comuníquese con el CCC si tiene preguntas sobre:

- Reparaciones en su apartamento o en un espacio público
- Problemas de calefacción y agua caliente
- Para obtener información sobre las oficinas de solicitudes de vivienda

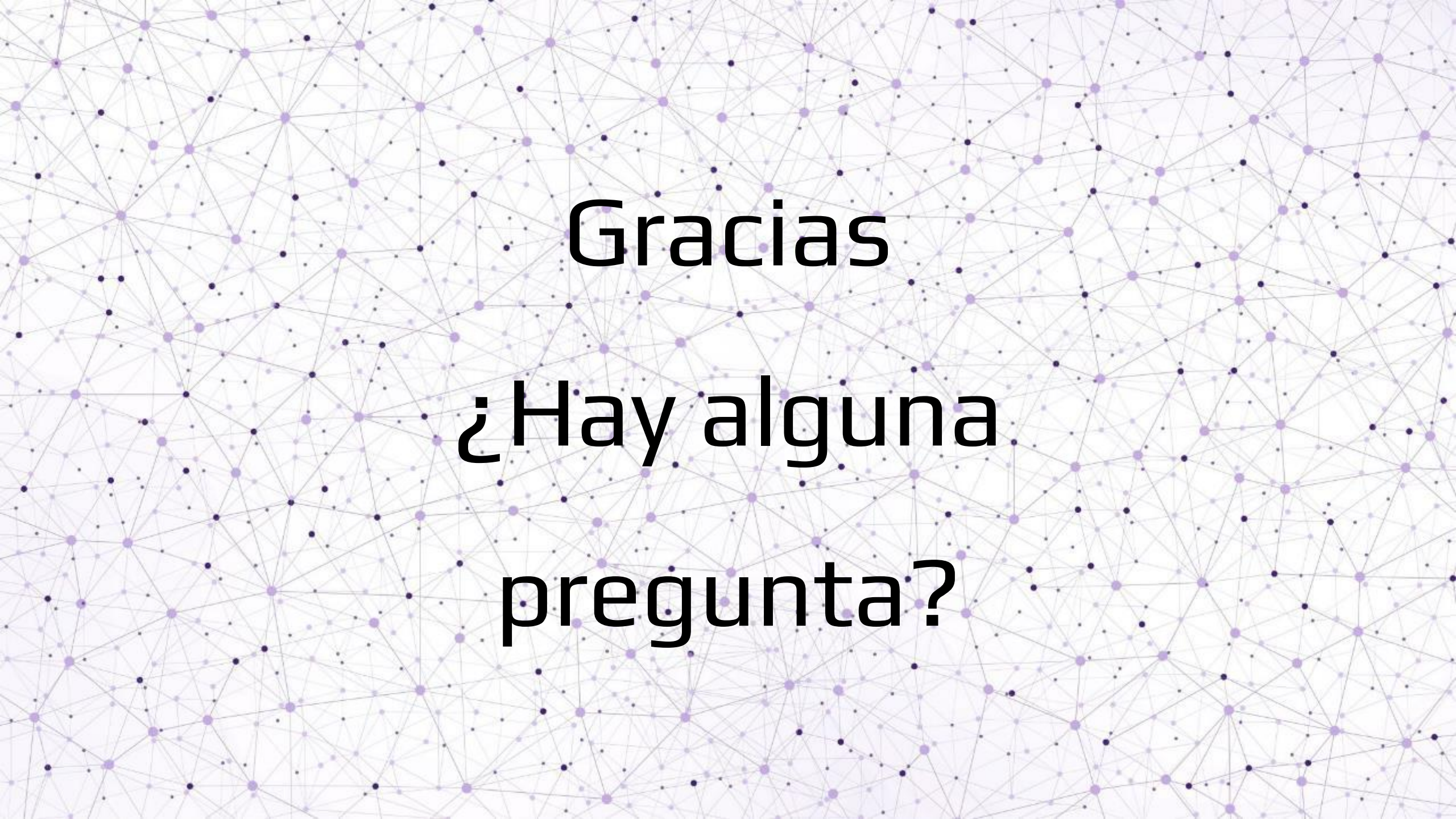
SOCIOS DE PACT:



Correo electrónico: info@ohsgcommunity.com

Contáctenos si tiene preguntas sobre los siguientes temas:

- Material de presentación
- Diseño y construcción
- Fechas y temas de futuras reuniones
- Contratación y capacitación



Gracias
¿Hay alguna
pregunta?