

The Affordable Housing Corporation of Glassboro

LEASE AGREEMENT

1. Parties and Unit:

The parties to this Lease Agreement (“Lease”) are the Affordable Housing Corporation of Glassboro referred to herein as “Landlord”, and _____ referred to herein as “Tenant” (If more than one tenant, then all tenants shall be collectively referred to herein as “Tenant”). Landlord leases to Tenant unit number _____, with an address of _____ (referred to herein as the “Unit”). The Unit shall include the front porch, if any, to be used in accordance with Attachment 6 to this Lease. The Unit is located in Landlord’s housing project known as _____ (referred to herein as the “Project”).

Authorized Household Members	Relationship	Date of Birth	Age	Social Security #

2. Project Common Areas:

The following are the common areas of the Project, if any (referred to herein as “Common Areas”):

- a. The community room;
- b. Laundry facilities;
- c. Parking Lot;
- d. Sidewalks and pathways;
- e. Outdoor bar-b-que area.

3. Length of Time (Term):

The initial term of this Lease shall begin on _____ and end on _____. After the initial term ends, this Lease shall continue for successive terms of 12-month periods each unless automatically terminated as permitted by Section 24 of this Lease.

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4. Rent:

- a. Prorated Rent (if not applicable, enter zero (\$0)). Tenant shall pay \$ _____ for the partial month ending on _____.
- b. Monthly Rent. Tenant shall pay rent of \$ _____ per month or 30% of Tenant's annual adjusted income as determined by Landlord. This amount is due in advance on or before the first day of the month at Landlord's Administrative Offices located at 181 Delsea Manor Drive, Glassboro, New Jersey and other designated locations as determined by Landlord. Tenant understands that the Unit has a Project Based Section 8 Voucher assigned to it. Attachment No. 3 to this Lease contains the terms and conditions, including Tenant's portion of rent, associated with the Section 8 Project Based Voucher Program.

5. Changes in Tenant's Share of the Rent:

The amount of rent Tenant pays and/or the amount of assistance that the Department of Housing and Urban Development (referred to herein as "HUD") pays on behalf of Tenant may be changed during the term of this Lease if:

- a. HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
- b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing Tenant's share of the rent;
- c. the income, the number of persons in Tenant's household or other factors considered in calculating Tenant's rent change and HUD procedures providing that Tenant's rent or assistance payment be adjusted to reflect the change;
- d. changes in Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
- e. HUD's procedures for computing Tenant's assistance payment or rent change; or Tenant fails to provide information on Tenant's income, family composition or other factors as required by Landlord.

Landlord shall implement changes in Tenant's rent or Tenant's assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions related to administration of multifamily subsidy programs. Landlord shall give Tenant at least thirty (30) calendar days advance written notice of any increase in Tenant's rent except as noted in Sections 12, 16 or 18 of this Lease. The notice shall state the new amount Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The notice shall also advise Tenant that Tenant may request an Informal Settlement

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Conference with Landlord in accordance with the Housing Authority of the Borough of Glassboro's (GHA) Grievance Policy regarding the rent change.

6. Charges for Late Payments and Returned Checks:

If Tenant does not pay the full amount of the rent shown in Section 4 of this Lease by the end of the thirteenth (13th) day of the month, Landlord may collect a fee of Twenty-Five Dollars (\$25.00) on the fourteenth (14th) day of the month. Landlord may not terminate this Lease for failure to pay late charges, but may terminate this Lease for non-payment of rent as explained in Section 24 of this Lease. Landlord may collect a fee of Ten Dollars (\$10.00) on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this Section are in addition to the regular monthly rent payable by Tenant.

7. Condition of Unit:

By signing this Lease, Tenant acknowledges that the Unit is safe, clean and in good condition. Tenant also acknowledges that all appliances and equipment in the Unit are in good working order, except as described on Attachment No. 2 to this Lease. Tenant also acknowledges that Landlord has made no promises to decorate, alter, repair or improve the Unit, except as listed on Attachment No. 2 to this Lease.

8. Charges for Utilities and Services:

Tenant acknowledges that the chart as shown on Attachment No. 3 to this Lease accurately describes the utilities and services paid by Landlord and those paid by Tenant.

9. Security Deposits:

Tenant has deposited \$ _____ with Landlord. Landlord shall hold this security deposit in an interest-bearing account for the period Tenant occupies the Unit. After Tenant has moved from the Unit, Landlord shall determine whether Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund shall be determined in accordance with the following conditions and procedures.

- a. Tenant shall be eligible for a refund of the security deposit only if Tenant provided Landlord with the thirty (30) day written notice of intent to move required by Section 24 of this Lease, unless Tenant was unable to give the notice for reasons beyond Tenant's control.
- b. After Tenant has moved from the Unit, Landlord shall inspect the Unit and complete another Unit Inspection Report. Landlord shall permit Tenant to participate in the inspection if Tenant so requests.
- c. Landlord shall refund to Tenant the amount of the security deposit plus interest less any amount to pay the cost of:

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- 1) Unpaid rent;
 - 2) Damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
 - 3) Charges for late payment of rent and returned checks, as described in Section 6 of this Lease; and
 - 4) Charges for unreturned keys, as described in Section 10 of this Lease.
- d. Landlord shall refund the amount computed in Subsection (c) above within thirty (30) calendar days after Tenant has permanently moved out of the Unit, returned possession of the Unit to Landlord, and given Tenant's new address to Landlord. Landlord shall also give Tenant a written list of charges that were subtracted from the deposit. If Tenant disagrees with Landlord, Tenant may request an Informal Settlement Conference with Landlord in accordance with GHA's Grievance Policy regarding the disputed charges.
- e. If the Unit is rented by more than one person, such persons shall work out the details of dividing any refund among themselves. Landlord may pay the refund to any Tenant identified in Section 1 of this Lease.
- f. The Security Deposit shall not be applied to the last month's rent or to repair charges owed by Tenant in accordance with Section 12 of this Lease.

10. Keys and Locks:

Tenant shall not install additional or different locks or gates on any doors or windows of the Unit without the written permission of Landlord. If Landlord approves Tenant's request to install such locks, Tenant shall provide Landlord with a key for each lock. When this Lease ends, Tenant shall return all keys to the Unit to Landlord. Landlord may charge Tenant Fifteen Dollars (\$15.00) for each key not returned.

11. Maintenance:

- a. Landlord shall:
- 1) Regularly clean all Common Areas;
 - 2) Maintain the Common Areas in a safe condition;
 - 3) Arrange for collection and removal of trash and garbage;
 - 4) Maintain all equipment and appliances in safe and working order;
 - 5) Make necessary repairs with reasonable promptness;
 - 6) Maintain exterior lighting in good working order;
 - 7) Provide extermination services, as necessary;
 - 8) Maintain Project grounds and landscaping;
 - 9) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other mechanical systems provided by Landlord; and
 - 10) Supply running water and a reasonable amount of hot water.

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b. Tenant shall:

- 1) Keep the Unit clean and safe;
- 2) Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended and not waste utilities provided by Landlord;
- 3) Not litter the Common Areas or Project grounds;
- 4) Not destroy, deface, damage or remove any part of the Unit, Common Areas, or Project grounds and landscaping;
- 5) Give Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other mechanical systems or part of the Unit; and
- 6) Remove garbage and other waste from the Unit in a clean and safe manner.

12. Damages:

When damage to the Unit, Common Areas and/or Project grounds and landscaping is caused by carelessness, misuse, or neglect on the part of Tenant, Tenant's family or visitors, Tenant shall pay:

- a. The cost of all repairs and do so within thirty (30) calendar days after receipt of Landlord's demand for the repair charges; and
- b. Rent for the period the Unit is damaged whether or not the Unit is habitable. Tenant understands that HUD shall not make assistance payments for any period in which the Unit is not habitable. For any such period, Tenant shall pay the HUD-approved market rent rather than Tenant rent shown in Section 4 of this Lease.

13. Restrictions on Alterations:

No alteration, addition or improvements shall be made to the Common Areas or Project grounds and landscaping. No alteration, addition or improvements shall be made in or to the Unit without the prior written consent of Landlord. Landlord shall provide reasonable accommodation to an otherwise eligible Tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to the Unit or Common Areas. Landlord is not required to provide accommodations that constitute a fundamental alteration to Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, Landlord shall then allow Tenant to make and pay for the modification in accordance with the Fair Housing Act.

14. General Restrictions:

Tenant shall live in the Unit and the Unit shall be Tenant's only place of residence. Tenant shall use the Unit only as a private dwelling for Tenant and the individuals listed on Attachment No. 1

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to this Lease. Other individuals shall not reside in the Unit without the prior written approval of Landlord. Tenant shall not:

- a. Sublet or assign the Unit, or any part of the Unit;
- b. Use the Unit for unlawful purposes;
- c. Engage in or permit unlawful activities in the Unit, in the Common Areas or on the Project grounds;
- d. Have pets or animals of any kind in the Unit without the prior written permission of Landlord in accordance with Landlord's Pet Policy. The payment of pet deposits, fees and possession of all pets shall be in accordance with Landlord's Pet Policy. Landlord shall comply with all federal, state and local regulations and fair housing laws;
- e. Make or permit noises or acts that will disturb the rights or comfort of other residents. Tenant shall keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb other residents;
- f. Permit a guest to remain in the Unit overnight more than fourteen (14) calendar days in the year;
- g. Engage in any conduct in violation of Landlord's One Strike You're Out Policy;
- h. Act or cause household members or guests to act in a manner which will disturb other resident's peaceful enjoyment of their accommodations; and
- i. Keep any vehicles on the Common Areas or Project grounds which do not have a current license or registration and is not in operating condition. All resident-owned vehicles shall be registered with Landlords' Administrative Offices located at 181 Delsea Manor Drive, Glassboro, New Jersey.

15. Rules:

Tenant shall comply with all rules and regulations identified in the Tenant's Handbook attached hereto at Attachment No. 6 to this Lease.

16. Recertifications:

Landlord shall request Tenant to report the income and composition of Tenant's household and to supply any other information required by HUD for the purposes of determining Tenant's rent and assistance payment, if any. Tenant shall provide accurate statements of this information and to do so by the date specified in Landlord's request. Landlord shall verify the information supplied by Tenant and use the verified information to compute the amount of Tenant's rent and assistance payment, if any.

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- a. If Tenant does not submit the required recertification information by the date specified in Landlord's request, Landlord may impose the following penalties. Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to administration of multifamily subsidy programs.
 - 1) Require Tenant to pay the higher, HUD-approved market rent for the Unit.
 - 2) Implement any increase in rent resulting from the recertification processing without providing the thirty (30) day notice otherwise required by Section 5 of this Lease.
- b. Tenant may request an Informal Settlement Conference with Landlord in accordance with GHA's Grievance Policy regarding any change in rent or assistance payment resulting from the recertification process.

17. Reporting Changes Between Regularly Scheduled Recertifications:

- a. If any of the following changes occur, Tenant shall advise Landlord immediately:
 - 1) Any household member moves out of the Unit; or
 - 2) Any household member has a change in income.
- b. Tenant may report any decrease in income or any change in other factors considered in calculating Tenant's rent. Unless Landlord has confirmation that the decrease in income or change in other factors shall last less than one month, Landlord shall verify the information and make the appropriate rent reduction. However, if Tenant's income shall be partially or fully restored within two (2) months, Landlord may delay the recertification process until the new income is known, but the rent reduction shall be retroactive and Landlord may not evict Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the recertification process. Tenant has thirty (30) calendar days after receiving written notice of any rent due for the above-described time period to pay or Landlord can evict for nonpayment of rent. (Revised 3/22/89)
- c. If Tenant does not advise Landlord of the changes under Subsection (b) above, Landlord may increase Tenant's rent to the HUD-approved market rent. Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions related to administration of multifamily subsidy programs.
- d. Tenant may request an Informal Settlement Conference with Landlord in accordance with GHA's Grievance Policy regarding any change in income or other factors affecting Tenant's rent or assistance payment, if any.

18. Removal of Subsidy:

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- a. Tenant understands that assistance made available on Tenant’s behalf may be terminated if events in either Subsections (1) or (2) below occur. Termination of assistance means that Landlord may make the assistance available to another tenant and Tenant’s rent shall be recomputed. In addition, if Tenant’s assistance is terminated because of Subsection (1) below, Tenant shall be required to pay the HUD-approved market rent for the Unit.
 - 1) Tenant does not provide Landlord with the information or reports required by Section 16 or 17 of this Lease within ten (10) calendar days after receipt of Landlord’s notice of intent to terminate Tenant’s assistance payment.
 - 2) The amount Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment No. 1 to this Lease.
- b. Landlord shall give Tenant written notice of the proposed termination. The notice shall advise Tenant that Tenant has ten (10) calendar days within which to request an Informal Settlement Conference with Landlord in accordance with GHA’s Grievance Policy regarding the proposed termination of tenancy.
- c. Termination of assistance shall not affect Tenant’s other rights under this Lease, including the right to occupy the Unit. Assistance may subsequently be reinstated if Tenant submits the income or other data required by HUD procedures, Landlord determines Tenant is eligible for assistance, and assistance is available.

19. Tenant Obligation to Repay:

If Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by Section 17 of this Lease, and as a result, is charged a rent less than the amount required by HUD’s rent formulas, Tenant shall reimburse Landlord for the difference between the rent Tenant should have paid and the rent Tenant was charged. Tenant is not required to reimburse Landlord for undercharges caused solely by Landlord’s failure to follow HUD’s procedures for computing rent or assistance payments.

20. Size of Unit:

Tenant understands that HUD requires Landlord to assign units in accordance with Landlord’s written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, Tenant shall:

- a. Move within thirty (30) calendar days after Landlord notifies Tenant that a unit of the required size is available within the Project; or
- b. Remain in the same Unit and pay the HUD and or Housing Authority-approved market rent.

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21. Access by Landlord:

- a. Upon reasonable advance notification to the Tenant, Landlord, and Landlord's agents or other persons when authorized by Landlord, shall be permitted to enter the Unit during reasonable hours for the purpose of performing routine inspections and maintenance, or for making improvements or repairs, except when Landlord has reasonable cause to believe that an emergency exists or except under Subsection (c) below. A written statement specifying the purpose of the entry delivered to the Unit at least forty-eight (48) hours before such entry shall be considered reasonable advance notification.
- b. After Tenant has given a notice of intent to move, Tenant shall permit Landlord to show the Unit to prospective tenants for re-leasing during reasonable hours.
- c. If Tenant moves before this Lease ends, Landlord may enter the Unit to decorate, remodel, alter or otherwise prepare the Unit for re-occupancy.

22. Discrimination Prohibited:

Landlord shall not discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability or any other characteristic protected by federal or state law.

23. Change in Lease Terms and Conditions:

Landlord may change the terms and conditions of this Lease. Any changes shall become effective only at the end of the initial term or a successive term. Landlord shall notify Tenant of any change and shall offer Tenant a new lease agreement or an amendment to this Lease. Tenant shall receive the notice at least sixty (60) calendar days before the proposed effective date of the change. Tenant may accept the changed terms and conditions by signing the new lease agreement or the amendment to this Lease and returning it to Landlord. Tenant may reject the changed terms and conditions by giving Landlord written notice that Tenant intends to terminate the tenancy. Tenant shall give such notice at least thirty (30) calendar days before the proposed change shall go into effect. If Tenant does not accept the new lease agreement or the amendment to this Lease, Landlord may require Tenant to vacate the Unit, as provided in Section 24 of this Lease.

24. Termination of Tenancy:

- a. To terminate this Lease, Tenant shall give Landlord thirty (30) calendar days advance written notice before moving from the Unit.
- b. Any termination of this Lease by Landlord shall be carried out in accordance with HUD regulations, state and local law, and the terms of this Lease.
- c. Landlord may terminate this Lease for the following reasons:

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- 1) Tenant's material noncompliance with the terms of this Lease. The term material noncompliance with the terms of this Lease includes:
 - a) One or more substantial violations of this Lease;
 - b) Repeated minor violations of this Lease that (i) disrupt the livability of the Project; (ii) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related Project facilities, (iii) interfere with the management of the Project, or (iv) have an adverse financial effect on the Project;
 - c) Failure of Tenant to timely supply all required information on the income and composition, or eligibility factors, of Tenant's household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from state wage information collection agencies);
 - d) Non-payment of rent or any other financial obligation due under this Lease beyond any grace period permitted under state law. The payment of rent or any other financial obligation due under this Lease after the due date but within the grace period permitted under state law constitutes a minor violation;
 - e) Permitting hazards pursuant to Section 25 of this Lease; or
 - f) Knowingly submitting false information pursuant to Section 26 of this Lease.
- 2) Tenant's material failure to carry out obligations under any state landlord and tenant laws;
- 3) Drug related criminal activity engaged in on or near the premises, by Tenant, any household member, or guest, and any such activity engaged in on the premises by any other person under Tenant's control;
- 4) Determination made by Landlord that a household member is illegally using a drug;
- 5) Determination made by Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- 6) Criminal activity by Tenant, any member of Tenant's household, a guest or another person under Tenant's control:
 - a) That threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - b) That threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
- 7) If Tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the state of New Jersey, is a high misdemeanor;
- 8) If Tenant is violating a condition of probation or parole under federal or state law;
- 9) Determination made by Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or

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- 10) If Landlord determines that Tenant, any member of Tenant's household, a guest or another person under Tenant's control has engaged in the criminal activity, regardless of whether Tenant, any member of Tenant's household, a guest or another person under Tenant's control has been arrested or convicted for such activity.
- d. Landlord may also terminate this Lease for other good cause, which includes, but is not limited to, Tenant's refusal to accept changes to this Lease. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.
- e. This Lease shall terminate automatically if the Section 8 Housing Assistance Payment (HAP) contract terminates for any reason.
- f. If Landlord proposes to terminate this Lease, Landlord shall give Tenant written notice and the grounds for the proposed termination. If Landlord is terminating this Lease for "other good cause," the termination notice shall be mailed to Tenant in accordance with HUD regulations at least thirty (30) calendar days before the date Tenant shall be required to move from the Unit and in accordance with state law requirements. Notices of proposed termination for other reasons shall be given in accordance with any time frames set forth in state and local law. Any HUD-required notice period may run concurrently with any notice period required by state or local law. All termination notices shall:
- 1) Specify the date this Lease shall be terminated;
 - 2) State the grounds for termination with enough detail for Tenant to prepare a defense;
 - 3) Advise Tenant that Tenant has ten (10) calendar days within which to request an Informal Settlement Conference with Landlord in accordance with GHA's Grievance Policy regarding the proposed termination of tenancy.
 - 4) Advise Tenant of Tenant's right to defend the action in court.
- g. If an eviction is initiated, Landlord shall rely only upon those grounds cited in the termination notice required by Subsection (f) above.
- h. In the event that it becomes necessary for Landlord to retain or hire a lawyer to represent Landlord for any purpose of advising or preparing for or conducting an action for eviction of Tenant or collection of delinquent rent, Tenant shall be obligated to pay and be liable to Landlord for the payment of all court costs and fees. These costs and fees shall be considered additional rent and due and owing upon presenting a bill for same to Tenant if Landlord prevails in the action, or the action is settled in Landlord's favor.

25. Hazards:

Tenant shall not undertake or permit Tenant's family or guests to undertake, any hazardous acts or do anything that will increase the Project's insurance premiums. Such action constitutes a material non-compliance. If the Unit is damaged by fire, wind, or rain to the extent that the Unit cannot be lived in and the damage is not caused or made worse by Tenant, Tenant shall be responsible for

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rent only up to the date of such damage. Additional rent shall not accrue until the Unit has been repaired to a livable condition.

26. Penalties for Submitting False Information:

Knowingly giving Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, Tenant could become subject to penalties available under federal law. Those penalties include fines up to Ten Thousand Dollars (\$10,000) and imprisonment for up to five (5) years.

27. Contents of this Lease:

This Lease and its Attachments make up the entire agreement between Landlord and Tenant regarding the Unit. If any Court declares a particular provision of this Lease to be invalid or illegal, all other terms and conditions of this Lease shall remain in effect and both Landlord and Tenant shall continue to be bound by them.

28. Attachments to this Lease:

Tenant certifies that Tenant has received a copy of this Lease and the following Attachments to this Lease and understand that these Attachments are incorporated into and made a part of this Lease.

- a. Attachment No. 1: Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, form HUD-50059.
- b. Attachment No. 2: Unit Inspection Report.
- c. Attachment No. 3: Tenancy Addendum HUD Form 52530.c.
- d. Attachment No. 4: One Strike Policy Lease Addendum.
- e. Attachment No. 5: RAD Unit Lease Rider.
- f. Attachment No. 6: Tenant's Handbook.
- g. Attachment No. 7: Smoke Free Policy Lease Addendum.

29. Tenant Right to Organize:

Landlord shall allow Tenant and tenant organizers to conduct on the Project property the activities related to the establishment or operation of a tenant organization established in accordance with HUD regulations.

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30. Tenant Income Verification:

Tenant shall promptly provide Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD regulations.

31. Signatures:

Tenant

Date

Tenant

Date

Landlord

Date

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