

**FRANCISCAN HEIGHTS SENIOR COMMUNITY
TURNKEY/HOUSING TRUST FUND LEASE**

1. This is a residential lease between the owner (Landlord) of **Franciscan Heights Senior Community** and Tenant(s) _____.

2. PREMISES

The lease is for Apartment # _____ in the project known as **Franciscan Heights Senior Community, with the office address of 1 St. Anthony Lane, Rensselaer, New York 12144.**

3. LEASE TERM

The tenant may choose a lease with a term of one or two years. This lease is from _____ to _____.

4. PERMITTED RESIDENTS

Except as otherwise permitted by law, the tenant agrees that it is a violation of the lease to permit any individuals other than those listed in this paragraph to reside in the premises. Subletting is not allowed without prior written consent of the owner in accordance with NYS Housing Trust Fund Corporation policies.

The individuals to reside in the unit are:

Any change of residents must be immediately reported to the Landlord and will require a re-determination of eligibility as set forth in Appendix A.

5. ELIGIBILITY FOR BELOW MARKET RENT

The Landlord is obligated by the NYS Housing Trust Fund Corporation to maintain the project for occupancy by Persons of Low Income. The construction of the apartment was subsidized by the State of New York through the NYS Housing Trust Fund Corporation. The rent paid by an eligible tenant will be lower than the tenant would have had to pay if the subsidy had not been provided. Tenant agrees to provide correct information and any required documentation to the Landlord regarding tenant's household income, household composition and any other items necessary for Landlord to determine tenant's eligibility to reside in the premises at a below market rental rate pursuant to the requirements of NYS Low Income Housing Trust Fund Program.

Determination of eligibility will be made prior to initial occupancy and thereafter, yearly on the anniversary date of occupancy. Tenant agrees to provide any appropriate verification of the required information as requested by the Landlord.

6. MONTHLY RENTAL PAYMENTS

Monthly rental payments in the amount of \$ _____ ("Monthly Rent") will be due on the first day of each month. Monthly Rent payments shall be paid to **Franciscan Heights Senior Community.**

Monthly rent for the **1- & 2-Bedroom Apartments** includes payment for the following utilities: **Heat, Hot Water, Cold Water and Sewer.**

Monthly rent for the **Homes for Working Family Cottages** includes payment for the following utilities: **Cold Water and Sewer.**

Monthly rent includes payment for the following services: **Snow Removal, Garbage Disposal, Sewage and Lawn Maintenance.**

Payment for all other utilities and services are the responsibility of the tenant, including, but not limited to telephone and cable TV. The monthly rent may be adjusted during this lease term as stated in Appendix A.

7. LEASE RENEWAL

Sixty days prior to the end of the term of this lease for tenants in occupancy less than 2 years, or ninety days for tenants in occupancy over two years the Landlord shall offer the tenant a new lease. The tenant may choose a one- or two-year lease term. In the event that the landlord fails to offer the tenant a new lease, tenant shall be entitled to stay in the unit under the same terms and conditions as are set forth in this lease until the landlord has fulfilled its obligation to give the tenant the required notice of tenant's opportunity to sign a new lease.

8. TERMINATION OF TENANCY

- A. The tenant understands that it is not the purpose of the security deposit to be used for last month's rent.
- B. Tenant may terminate this agreement prior to the end of the lease for good cause such as moving to another location for employment, loss of job, severe illness, death of spouse, or other reasons customary or mandatory in the community, or as provided in law. The Tenant must notify the Landlord in writing at least thirty (30) days before intending to leave, or tenant will have to pay the rent (and utilities) for the next month unless the unit is re-rented.
- C. Any termination of this lease by the Landlord must be carried out in accordance with state and local law, and the terms of this lease. The Landlord may terminate this lease only for:
- 1) Tenant's material noncompliance with the terms of this lease, such as (but not limited to): nonpayment of rent, repeated late payment of rent, illegal activities, permitting unauthorized persons to live in the unit, serious or repeated damage to the unit or common areas, creation of physical hazards, serious or repeated interference with the rights and quiet enjoyment of other tenants, and giving the Landlord false information regarding income or other factors considered in determining the tenant's rent payment or eligibility for residence in the premises, or failure to provide such information to the landlord upon request.
 - 2) Tenant's failure to carry out obligations under any state or local law or regulations.
 - 3) Other good cause.

9. VIOLATION OF TERMS OF LEASE - PROCEDURE

Except as provided in paragraph **20**, if tenant does not comply with the terms of the lease except in the cases of nonpayment of rent, Landlord will do the following:

- A. Send tenant a written notice demanding that tenant live up to the terms of the lease within 10 days (or 15 days if the notice is served by mail); and
- B. If tenant does not comply within that time, Landlord will send tenant a second written notice terminating the lease 30 days after the second notice is mailed to tenant. On that day tenant is to vacate the apartment and return the keys to the Landlord. If tenant does not vacate, Landlord may start eviction proceedings within requirements of the New York State law.

10. ABANDONED PROPERTY

Landlord shall notify Tenant of Landlords policy regarding the disposition of property left in the apartment or elsewhere on the premises after termination of this lease.

11. SECURITY DEPOSIT AND REFUND POLICY

The tenant shall pay Landlord \$ _____ as a security deposit, not to exceed one month's rent. Security deposits will be held in a tenant bank account selected by the Landlord. Any interest earned will be paid to the tenant, less statutorily allowed handling and administration charges, not to exceed 1% of the security deposit. The Landlord will hold this security deposit for the period the tenant occupies the unit. After the tenant has moved from the unit, the Landlord will determine whether the tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined under the following conditions and procedures:

- A. Unless the tenant terminates the tenancy with less than two weeks' notice, the Landlord will inspect the unit between 1 and 2 weeks before move out and prepare a written report. The Landlord will permit the tenant to participate in the inspection if the tenant so requests and shall provide the tenant with at least 48 hours written notice of the date and time of the inspection.
- B. The Landlord will refund to the tenant the amount of the security deposit after deducting the following, as applicable:
 - 1) Damages that are not due to normal wear and tear and are not listed on the "unit inspection report"; and
 - 2) Unpaid rent.
- C. The Landlord agrees to refund the amount due within 14 days after the tenant has vacated the unit. The Landlord will also give the tenant a written list of charges that were subtracted from the deposit. If the tenant disagrees with the Landlord, the Landlord agrees to meet with the tenant and discuss the disputed charges.
- D. If the unit is rented by more than one person, the tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to the tenant first identified in paragraph 4 of this lease.

12. LATE FEES, RETURNED CHECK POLICY

There will be a late fee of **\$1.00 per day** for any payment made after the fifth of any month. Fees are limited to \$50 or 5% of the monthly rent, whichever is less. Any late fee, payment or charge shall not be considered additional rent. The Landlord may collect a \$15.00 administrative fee plus bank charges on any check not honored for payment. After the second occurrence, the Landlord may require payment in a form other than a personal check.

Extra charges will be due immediately.

13. OBLIGATIONS OF LANDLORD AND TENANT

A. The Landlord agrees to:

- 1) Regularly clean all common areas of the project;
- 2) Maintain the common areas and facilities in a safe condition;
- 3) Maintain all building systems and Landlord provided equipment and appliances in a safe and working order;
- 4) Make necessary repairs with reasonable promptness;
- 5) Maintain outside lighting in good working order;
- 6) Provide extermination services as necessary;
- 7) Maintain the grounds and shrubs;
- 8) Annually ensure that smoke detectors in the unit and common areas are in good working order; and
- 9) Maintain the buildings and common areas in accordance with the local housing codes and regulations.

B. The tenant agrees to:

- 1) Keep the unit clean and sanitary;
- 2) Use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended;
- 3) Not litter the grounds or common areas of the project;
- 4) Not destroy, deface, damage, or remove any part of the unit, common areas or project grounds;
- 5) Give the Landlord prompt notice of any defects in plumbing, fixtures, appliances, heating or cooling equipment or any other part of the unit or related facilities;
- 6) Remove garbage and other waste from the unit in a clean and safe manner and dispose of it in the designated method;
- 7) To fully cooperate with the Landlord to achieve compliance with requirements for waste separation and recycling;
- 8) Not leave children unsupervised;
- 9) Not disturb the peaceable occupancy of others;
- 10) Not give keys to individuals not residing in the unit without prior written approval of the Landlord; and
- 11) Not create any conditions on the premises which pose a threat to the health or safety of any person or persons.

14. DAMAGES AND PROHIBITED ALTERATIONS

- A. The Landlord will make repairs to the apartment, its fixtures and equipment, which are necessary because of carelessness, misuse or neglect by the tenant or his/her visitors. The tenant agrees to pay for the actual costs of said repairs within 30 days after receipt of the Landlord's demand for payment.
- B. The tenant agrees that the following alterations are prohibited without first obtaining the Landlord's written permission:
- 1) Change or removal of any part of the appliances, fixtures, or equipment in the unit;
 - 2) Painting, or installation of wallpaper or contact paper in the unit;
 - 3) Attachment of awnings or window guards in the unit;
 - 4) Attachment or placement of any fixtures, signs, or fences on the building(s), the common areas or the project grounds;
 - 5) Attachment of any shelves, screen doors or other permanent improvements in the unit;
 - 6) Installation of washing machines, dishwashers, dryers, fans, freezers, heaters, or air conditioners in the unit;
 - 7) Placement of any aerials, antennas, or other electrical connections on the unit; or

15. TENANTS USE OF PREMISES. RIGHTS OF OTHER TENANTS

The tenant agrees that the apartment will be used only to live in, and that the apartment is the tenant's primary residence and will not be used as a place of business. The tenant may not use the apartment to conduct illegal activity. The tenant agrees not to damage the apartment, the building, the grounds, or the common areas, or to interfere with the rights of other tenants to live in their apartment in peace and quiet. Landlord agrees to do nothing which would prevent or interfere with tenant's legal use of the apartment.

16. REPAIR AFTER FIRE OR OTHER EVENT

If the apartment is damaged by fire or other event, not the fault of the tenant and cannot be lived in, the Landlord shall have the right to repair and rehabilitate the building within a reasonable amount of time or shall have the right to terminate the lease.

17. LANDLORD'S RIGHT TO ENTER PREMISES

The landlord may enter the unit in the event of an emergency, or after advance notice and during reasonable hours: as part of a periodic inspection; as part of a preventive maintenance program; or to show the unit to prospective tenants after the tenant has given notice of intent to move. The tenant agrees not to install additional or different locks on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the tenant's request to install such locks, the tenant agrees to provide the Landlord with a key for each lock. When this lease ends, the tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the tenant for lock-related charges in accordance with the attachment "schedule of charges".

18. ADDITIONAL RULES

The tenant agrees that the tenant's family and guests will obey all house rules which are attached to this lease and any procedures outlined. The tenant agrees to obey additional rules established after the effective date of this lease if the rules are related to the safety, care and cleanliness of the building, and the safety, comfort and convenience of the tenants, and if the tenant received written notice of the proposed rule at least 30 days before the rule is enforced.

19. SEPARATE REMEDY FOR ADDITIONAL CHARGES

Owner agrees to accept tenant rental payments and to seek separate legal remedies for the collection of any other charges which may be payable to owner by tenant.

20. GOOD CAUSE TO TERMINATE LEASE

The tenant will be notified of violations of this paragraph. Such notification and any subsequent legal proceedings will comply with New York State law. Violation of any provisions of this paragraph may result in termination of the lease pursuant to any procedures set forth in New York State law.

The tenant agrees that the tenant and members of the household must not engage in or permit:

- 1) Any criminal activity, including drug-related criminal activity, and/or criminal activity involving illegal weapons in the unit or on the property.
- 2) Any physical, violent act against building, employees, staff, or tenants.
- 3) Any other unlawful activity.

21. NOTICES

Notices to tenant: Any required notice from Landlord to tenant must be (A) personally delivered or (B) in writing, (1) signed by or in the name of Landlord or Landlord's agent, and (2) addressed to tenant at the apartment and sent by certified mail to tenant at the unit and provided in accordance with the law.

Notices to Landlord: Tenant will give all required notices to Landlord in writing, delivered personally or sent by mail to Landlord at 1 St. Anthony Lane, Rensselaer, New York, 12144 or at such other address as Landlord may designate. It is suggested that the notice be sent by certified mail.

22. ELDERLY AND DISABLED PERSONS. SPECIAL PROVISIONS

Tenants 60 years of age and older or tenants subject to a disability as defined in the New York State Executive law, Article 15, Section 292, who have an executed lease agreement at the time that the property is sold, or any applicable governmental regulatory agreement or loan is terminated or repaid, shall be permitted to continue occupancy at a rate where total housing costs do not exceed 30 percent of their income, unless such tenants are evicted for good cause in accordance with all applicable state laws.

23. HOUSEHOLD SIZE

Tenant understands that the Landlord will assign the units according to the size of the household in accordance with New York State Division of Housing and Community Renewal occupancy requirements. The Landlord must offer the tenant from among available units in the development a lease for a unit of appropriate size if a tenant's household size increases or decreases so that it is not within these guidelines. Except as otherwise prohibited by law, tenant's refusal to move into a unit of appropriate size when requested to do so would constitute good cause for termination of the lease and tenant agrees to vacate the unit if requested to do so by the Landlord.

24. TENANT ASSURANCES

The tenant makes the following statements:

- A. I understand that if there is a significant decrease in household income, I may request a rent decrease from the Landlord.
- B. I understand that should I receive rental benefits to which I am not entitled due to my/our failure to provide information, or due to incorrect information provided by me or on my behalf by others or by any other household member, I will be required to make restitution and I agree to pay any amount of benefits to which I was not entitled.
- C. I agree to promptly provide any certificates and income verifications required by the Landlord to permit determination of eligibility and, when applicable, the monthly tenant rent to be charged. I understand failure to do so will constitute a breach of the lease.
- D. I understand and agree that my monthly rent is the amount shown in paragraph 6 or adjusted pursuant to Appendix A and may increase up to market rent as my income increases.
- E. I agree that I shall provide the Landlord a person(s) to contact in the event of death or emergency.

25. EFFECT OF SALE OF PREMISES

The terms of this lease shall continue in effect in the event that the premises are transferred to a new owner.

26. NO ORAL AMENDMENTS

This Lease may not be changed except by a written agreement signed by the Landlord and the Tenant.

27. RENT STABILIZATION RIDER

The Landlord and the Tenant agree to execute a rent stabilization rider as approved by the HTF if the apartment becomes subject to the terms of the Rent Stabilization Law.

ATTACHMENTS:

APPENDIX A
HOUSE RULES AND PET REGULATIONS
EXHIBIT D SUMMARY OF TENANT RIGHTS AND OBLIGATIONS (FOR LIHC PROPERTIES)
POLICY/RULES (IF APPLICABLE)
APARTMENT / COTTAGE INSPECTION
VAWA
SMOKE FREE HOUSING POLICY
SPRINKLER DISCLOSURE RIDER
WINDOW GUARDS (IF APPLICABLE)

APPENDIX A

1. **PURPOSE**

This Appendix sets forth how your monthly rent will be determined, and the circumstances under which your Monthly Rent set forth on page 1, #6 of your lease may increase or decrease.

2. **BASIC FACTORS**

There are four basic factors which are used to calculate Monthly Rent:

Basic Rent

Basic Rent for the unit is \$ _____. Basic Rent is the amount of rent necessary to pay the expenses of the project.

Market Rent

Market Rent is the amount of rent that would have to be charged if the Housing Trust Fund Corporation had not subsidized the development of your unit. Market rent shall apply to households that do not qualify as persons of low income pursuant to the requirements of NYS Low Income Housing Trust Fund Program. In any event, the rent charged shall not exceed the lesser of 30% of the tenant's income, or the market rent.

Tenant's Household Income

This is the combined income of all persons residing in the unit.

Shelter Allowance

Shelter Allowance is the amount that the local Department of Social Services will pay for rent.

3. **INCREASES IN RENT**

- A. Unless your Monthly Rent is based on Shelter Allowance, Your Monthly Rent may increase if Basic Rent increases due to increases in operating costs of the project that your unit is in. Your Monthly Rent will be the amount stated on page 1, #6 of the lease or Basic Rent, whichever is more.
- B. Your Monthly Rent may increase if your Household's Income increases but not unless your Household's Income increases above public assistance level. If your Household's Income increases, your Monthly Rent will adjust to 30% of your Household's income (less an allowance for certain utilities you may pay for). Your Monthly Rent will not be increased above Market Rent but will not be less than Basic Rent.
- C. If your Monthly Rent is based on the Shelter Allowance, and the Shelter Allowance is increased, Monthly Rent will be increased to the new Shelter Allowance amount.
- D. If you or any member of your household is receiving a rent subsidy, and that rent subsidy increases, your rent may be increased accordingly at the discretion of the Landlord.

E. For a rent increase of 5% or more, the written tenant notification period depends on the length of occupancy:

- 30 days' notice is required for a tenant who has occupied a unit for under a year and does not have a lease term of at least a year.
- 60 days' notice is required for a tenant who has occupied a unit, or has a lease term, for more than one year but less than two years.
- 90 days' notice is required for a tenant who has occupied a unit, or has a lease term, of more than two years

4. DECREASES IN RENT

You are not entitled to decreases in rent based on decreases in income or decreases in rent subsidies, however, you should report such decreases to the Landlord. The Landlord may decrease your rent if:

- A. If any such rent subsidy you are receiving is decreased. Your Monthly Rent may be decreased accordingly at the discretion of the Landlord but will not be less than Basic Rent.
- B. If the tenant's income is significantly reduced. Your Monthly Rent may be decreased accordingly at the discretion of the Landlord but will not be less than Basic Rent.

5. IMMEDIATE INCREASE FOR FAILURE TO PROVIDE INFORMATION, FALSE INFORMATION

If tenant fails to provide information, or falsifies information required to be furnished to the Landlord under this lease, it will constitute a breach of this lease and rent will immediately increase to Market Rent. Tenant further understands that she/he will be required to pay the difference between rent paid and Market Rent, if incomplete or false information was previously supplied.

HOUSE RULES AND REGULATIONS

The tenant **may not**:

- A) Have pets or animals of any kind in the unit other than those expressly permitted in writing in Pet Rules as may be established by the Landlord, not including animals needed as a reasonable accommodation to the tenant's disability, in accordance with state and federal fair housing laws.
- B) Make or permit noises or acts that will disturb the rights or comfort of neighbors. The tenant agrees to keep the volume of any radio, phonograph, television, or musical instrument at a level which will not disturb the neighbors.

ADDENDUM TO LEASE

Exhibit D Summary of Tenant Rights and Obligations

1. TERM OF REGULATION

The building in which you live is a Low-Income Housing Credit Project which is subject to regulation by the New York State Division of Housing and Community Renewal (DHCR) and the United States Internal Revenue Service pursuant to U.S. Internal Revenue Code Section 42 (the "Statute"). The term of regulation began on the date that the Project was placed in service and ends on the date the Project is acquired by foreclosure or an instrument in Lieu of foreclosure (except as indicated in section 5(b)(2) below).

2. AVAILABILITY OF THE AGREEMENT/RENT DISCLOSURE

The landlord must attach a copy of this Summary to all leases for regulated apartments or cottages and must give a copy of the entire agreement to any person who requests a copy. The landlord must disclose the restricted rent for a regulated apartment or cottage to a prospective tenant prior to the signing of a lease for that apartment or cottage.

3. RETALIATION PROHIBITED

The landlord cannot retaliate against any tenant or lawful occupant of the Project who notifies DHCR alleged violations of this Summary or the Agreement.

4. ANNUAL INCOME CERTIFICATION REQUIRED

Prior to occupancy, and on an annual basis, you must submit a statement regarding your income and the income of all other persons occupying your apartment or cottage (or intending to occupy the apartment or cottage as the case may be) and any other information and/or documentation necessary to verify the information contained in that statement.

5. RIGHTS TENANTS MAY ENFORCE IN ANY NEW YORK STATE COURT

Any person whose income makes them eligible to rent a low-income apartment or cottage in the Project can enforce the rights listed below in any New York State Court. You do not have to be a tenant in the project to enforce these rights. These rights are secured by a regulatory agreement between DHCR and the owner of the project which is recorded in the Rensselaer County Clerk's Office at Book Of Deeds 358, Page 202 (the "Agreement").

A. AVAILABILITY OF APARTMENT OR COTTAGES TO PERSONS OF LOW INCOME

1. The project located at 1 St. Anthony Lane must be occupied by persons or families whose income at the time of initial occupancy do not exceed 50% of the "Area Median Gross Income" and by persons or families whose income at the time of initial occupancy do not exceed 60% of the "Area Median Gross Income". The Area Median Gross Income is an amount established by the U.S.

Department of Housing and Urban Development.

2. Unless the Project is a Deep Rent Skewed Project as defined by section 142(d)(4)(B) of the Statute, if any unit in the low-income portion of the project is occupied by a Qualifying Tenant(s) at the time of initial occupancy, and such Qualifying Tenants' income should subsequently exceed 140% of the applicable income limit, the Recipient shall, after such determination of income, rent the next available residential unit of comparable or smaller size in the Project to a person or family whose income meets the requirements of paragraph 1 above.
3. If the Project is a Deep Rent Skewed Project as defined by section 142(d)(4)(B) of the Statute, if any unit in the low-income portion of the project is occupied by a Qualifying Tenant(s) at the time of initial occupancy, and such Qualifying Tenants' income should subsequently exceed 170% of the applicable income limit, the Recipient shall, after such determination of income, rent the next available low-income unit in the building to a person or family whose income is not in excess of 40% of Area Median Gross Income as determined in accordance with the Statute.
4. The Applicable Fraction (as defined in Section 42(c)(1) of the Statute) for the building shall not be less than 100%.
5. You can not be refused an apartment or cottage because of your status as a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937.

B. EVICTIONS / RENT INCREASES

1. You and the other lawful occupants of your apartment or cottage can not be evicted or otherwise have your tenancy terminated for other than good cause, nor can the landlord increase the rent for your apartment or cottage except as permitted by the Statute.