

CHA's mission is to develop and manage safe, good quality, affordable housing for low-income individuals and families in a manner which promotes citizenship, community and self-reliance.

## LEASE ADDENDUM- One Strike (Federal Assisted Housing)

The following provisions amend the lease between the resident and the Cambridge Housing Authority as required by the Federal Housing Opportunity Program Extension Act of 1996.

### Resident's Obligations

The following are additional Resident obligations:

1. **RESIDENT** shall assure that the head of household, any member of the household, any guest or other person under the Resident's control shall not engage in
  - A) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the CHA, or
  - B) Any drug-related criminal activity on or off the premises.
2. **RESIDENT** shall refrain from and cause other members of the household to refrain from alcohol abuse, which the housing authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. **RESIDENT** shall refrain from and cause other members of the household to refrain from illegal use of a controlled substance which the housing authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. **RESIDENT** shall refrain from and cause other members of the household to refrain from illegal use of a controlled substance.

Compliance with these covenants is a material condition of this Lease for continued occupancy of the premises by the head of household, household members and guests, and any breach of these covenants by the head of household, household members, guests or other person under the Resident's control shall be cause for termination of this lease. If the CHA believes that a breach of one or more of these covenants has occurred, CHA may terminate the tenancy without regard to whether or not any person whose conduct is at issue has been arrested, charged or convicted by law.

### Termination of the Lease

The following are additional grounds for termination of tenancy:

1. Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or any drug-related criminal activity on or off the premises engaged in by the head of household, any member of the household, any guest or other person under the Resident's control.
2. Alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. Illegal use of a controlled substance.
4. Illegal use of a controlled substance or abuse of alcohol which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Executed on: <<INSERT DATE>>  
Date

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
CHA Staff Signature

<<INSERT CHA STAFF NAME>>  
CHA Staff Name

<<INSERT DATE>>  
Date

<<INSERT TITLE>>  
Title





CHA's mission is to develop and manage safe, good quality, affordable housing for low-income individuals and families in a manner which promotes citizenship, community and self-reliance.

**LEASE AMENDMENT- SECOND (Federal Assisted Housing)**

The Lease, as executed on \_\_\_\_\_, between \_\_\_\_\_  
Date Resident Name

and Cambridge Housing Authority (CHA), is hereby amended to include the following additional provisions, and as so amended the Lease shall continue in full force and effect:

**PARAGRAPH 6 of the Lease is hereby amended by adding the following at the conclusion of said paragraph:**

"The provisions of the CHA Moving to Work Rent Policies-Public Housing ("the Rent Policies") as they be from time to time amended, are hereby incorporated by reference into this Lease. To the extent that said Rent Policies are in conflict with any provision of the Lease, the Rent Policies shall control."

**PARAGRAPH 24 of the Lease is hereby amended by adding the following at the conclusion of said paragraph:**

"No tenant whose tenancy is being terminated for breach of any Tenant Obligation contained in or based upon any ground for Termination of Tenancy contained in the One Strike Lease Addendum (i.e. the first Addendum to this Lease) shall be entitled to a pre-termination conference or a grievance hearing prior to termination or voiding of the tenancy."

**PART A PARAGRAPH 1 of the Cambridge Housing Authority Grievance Procedure is amended as follows:**

"This grievance procedure is not applicable to any tenant whose tenancy has been terminated for breach of any Tenant Obligation contained in the One Strike Addendum, or based upon any ground for Termination of Tenancy contained in the One Strike Lease Addendum or pursuant to M.G.L.c.139 or the grounds listed in M.G.L.c.121b§32."

**PARAGRAPH 28 of the Lease is hereby amended by deleting the following:**

"No dogs, cats or other animals and pets shall be kept in or upon the leased premises except birds kept in cages and fish kept in aquariums except a dog lawfully in the apartment prior to March 1, 1982 and registered with the CHA prior to April 9, 1982. An exception to this paragraph may be made by the Director of Management on behalf of a handicapped individual. Such an exception must be in writing. If allowed, each RESIDENT with a pet will abide by any special rules pertaining to pets in his/her development."

**And adding**

(28) The RESIDENT shall be obligated to insure that no member of their household, or guest or other person under the RESIDENT'S control, maintains, harbors or boards any dog, cat, livestock or pet of any nature in the dwelling unit or on the ground of any CHA development except in accordance with the CHA's pet policy.

State and federal elderly developments are exempted from this provision, but are subject to the specific pet rules applicable to these buildings.

In any development, a person with a disability may submit a request to keep a service animal or a companion animal that is needed as a reasonable accommodation for his or her disability.

**PARAGRAPH 40, 41 42 and 43 are hereby added to this Lease:**

40. The Lease shall be renewed automatically for all purposes except if there is non-compliance with Community Service or Self-Sufficiency requirements.

41. SERVICE REQUIREMENTS: A non-exempted Resident and each non-exempted household member shall contribute eight hours of community service each month (not including political activities) or participate in an economic self-sufficiency program for eight hours a month or in a combination of community service and economic self-sufficiency programs for eight hours a month.

42. The CHA shall annually review and determine compliance by each non-exempt member of RESIDENT'S household with the service requirement thirty-days before the expiration of each lease term. If the CHA determines that there is a non-exempt family member who has failed to fulfill their service requirement, the CHA shall notify the tenant of this determination. The notice shall state 1) a brief description of the non-compliance; 2) that the determination of non-compliance is subject to the CHA's grievance procedure; and 3) that unless the tenant enters into an agreement to remedy the noncompliance, the Lease will not be renewed.

43. Violation of the requirements of the Community Service Policy is grounds for non-renewal of this lease pursuant to Paragraph 23, hereof.

Executed on: \_\_\_\_\_  
Date

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
CHA Staff Signature

\_\_\_\_\_  
CHA Staff Name

\_\_\_\_\_  
Title



CHA's mission is to develop and manage safe, good quality, affordable housing for low-income individuals and families in a manner which promotes citizenship, community and self-reliance.

## LEASE ADDENDUM – SECURITY DEPOSIT

The following provisions amend the lease between the tenant and Cambridge Housing Authority to require the payment of a security deposit for all apartments rented after November 1, 1997. In conformance with the provisions of M.G.L. Chapter 186 Section 15B, the following item #5 shall be added under the section entitled, "The Apartment: Residents, Rent and Utilities":

A Security Deposit in the amount of << \$ AMT >> is payable by the Tenant, prior to execution of this lease by CHA and will be refunded to the Tenant within thirty (30) days of the termination of tenancy, provided that sufficient notice is given to CHA and that the unit is left in good condition, less normal wear and tear during the period of occupancy. Interest on the Security Deposit will be paid by CHA to the tenant every year on the anniversary date of initial tenancy. All Security Deposits shall be deposited at Bank of America. Residents are to provide CHA with a forwarding address to facilitate the return of the Security Deposit.

The above provisions take precedence over any other provision of the lease and, if in conflict, the provisions in this addendum shall apply. All other provisions of the lease remain unchanged. The execution of this agreement does not create a new tenancy, waive the requirements contained in any previously executed repayment agreements by and between the Resident and Management or waive any pending action, pre-termination notice or notice to quit. Management reserves the right to rely on, and does not waive, any breach in the terms of the lease that occurred prior to the execution of this document in any future actions to terminate the lease for non-payment of rent or for cause.

Executed on: <<INSERT DATE>> \_\_\_\_\_

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
CHA Staff Signature

<<INSERT NAME>>  
\_\_\_\_\_  
CHA Staff Name

<<INSERT DATE>>  
\_\_\_\_\_

Date

<<INSERT TITLE>>  
\_\_\_\_\_

Title



CHA's mission is to develop and manage safe, good quality, affordable housing for low-income individuals and families in a manner which promotes citizenship, community and self-reliance.

**LEASE ADDENDUM - ACCESSIBLE UNIT**

I/we, \_\_\_\_\_ currently residing in unit \_\_\_\_\_ at \_\_\_\_\_  
Name of Resident(s) Unit #  
 \_\_\_\_\_, acknowledge that I/we am/are residing  
Address of Unit  
 in a unit that is designed for individuals or families who require the features of this unit.

Initial the applicable situation for the household:

I/we acknowledge that no member of my/our household presently has a disability which would require the accessible features of this unit. I/we agree to relocate to a unit in this development or another CHA development that is not designed with accessibility features within thirty (30) days advance notice from CHA.

Initial: \_\_\_\_\_

I/we acknowledge that while a member of my/our household presently has a disability which requires the accessible features of this unit, there may come a time in the future when the member(s) no longer requires the accessible features of the unit. In the event that no household member(s) requires the features of this unit, I/we agree to relocate to a unit in this development or another CHA development that is not designed with accessibility features with thirty (30) days advance notice from CHA.

Initial: \_\_\_\_\_

CHA will pay for all reasonable moving costs, including relocation of television and/or phone services associated with this move.

Executed on:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
CHA Staff Signature

\_\_\_\_\_  
CHA Staff Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



CHA's mission is to develop and manage safe, good quality, affordable housing for low-income individuals and families in a manner which promotes citizenship, community and self-reliance.

## LEASE ADDENDUM – RECERTIFICATION – FEDERAL ELDERLY/DISABLED

Head of Household Name \_\_\_\_\_

Resident ID # \_\_\_\_\_

Subject to the reservations and conditions stated herein, the lease as executed on <<INSERT DATE>> between <<RESIDENT NAME>> and the Cambridge Housing Authority is hereby extended under the same conditions as the original lease mentioned above with the exception of the following amendment(s):

- Total Monthly Rent:** The rent for the extension period shall be <<AMOUNT>> per month, effective \_\_\_\_\_, and payable on or before the first calendar day of each month.
- Payment of Utilities:** Resident shall pay the following charge for the use of each air conditioner:  
<<AMOUNT>>
- Authorized Occupants:** Except as otherwise provided in the lease, the leased premises shall be occupied by the following individuals only:

#	Name	Sex	Date of Birth	Relation to Head of Family	Minor? Y/N
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

All other provisions of the original lease shall remain in full force and effect during the term of this extension, except the CHA expressly reserves any rights under any pending eviction action, does not hereby waive any pre-termination notices or notices to quit or any other document which has been served in the course of terminating a tenancy, does not reinstate any tenancy, and does not waive any grounds to proceed with eviction which exist on the date of this agreement, regardless of whether any steps to initiate a termination of tenancy or eviction have yet been taken. Any rent owing to the Cambridge Housing Authority prior to this date shall continue to be owed, and is not waived.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Resident: \_\_\_\_\_

CHA: \_\_\_\_\_  
Staff Name

\_\_\_\_\_ Title



CHA's mission is to develop and manage safe, good quality, affordable housing for low-income individuals and families in a manner which promotes citizenship, community and self-reliance.

## LEASE ADDENDUM – RECERTIFICATION – STATE SITES & FEDERAL FAMILY

Head of Household Name \_\_\_\_\_

Resident ID # \_\_\_\_\_

Subject to the reservations and conditions stated herein, the lease as executed on <<INSERT DATE>> between <<RESIDENT NAME>> and the Cambridge Housing Authority is hereby extended under the same conditions as the original lease mentioned above with the exception of the following amendment(s):

**Total Monthly Rent:** The rent for the extension period shall be <<AMOUNT>> per month, effective \_\_\_\_\_, and payable on or before the first calendar day of each month.

**Authorized Occupants:** Except as otherwise provided in the lease, the leased premises shall be occupied by the following individuals only:

#	Name	Sex	Date of Birth	Relation to Head of Family	Minor? Y/N
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

All other provisions of the original lease shall remain in full force and effect during the term of this extension, except the CHA expressly reserves any rights under any pending eviction action, does not hereby waive any pre-termination notices or notices to quit or any other document which has been served in the course of terminating a tenancy, does not reinstate any tenancy, and does not waive any grounds to proceed with eviction which exist on the date of this agreement, regardless of whether any steps to initiate a termination of tenancy or eviction have yet been taken. Any rent owing to the Cambridge Housing Authority prior to this date shall continue to be owed, and is not waived.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Resident: \_\_\_\_\_

CHA: \_\_\_\_\_  
Staff Name

\_\_\_\_\_ Title



LEASE AMENDMENT (FEDERAL HOUSING)

The Lease, as executed on     /     / 2008, between \_\_\_\_\_  
(RESIDENT)

and the Cambridge Housing Authority, is hereby amended so as to include the following additional provisions, and as so amended the lease shall continue in full force and effect:

Add new Paragraph 4a to the section entitled "The Apartment: Residents, Rent and Utilities"

**Nonpayment of Rent – Late Fee**

In the event that a RESIDENT of Federally-assisted housing fails to pay all or any part of the rent within thirty (30) days of its due date, CHA shall impose a fee in the amount of \$25 for failure to pay rent when due, and said amount shall be considered additional rent. Rent payments shall be applied to rental obligations with the oldest obligation being paid first. If tenant shall have shown good cause for late payment to the CHA, the CHA in its discretion may waive the interest or fee for late payment. By charging said late fee, CHA shall not thereby waive any rights to issue a notice of termination of the tenancy for nonpayment of rent, to bring eviction proceedings against RESIDENT for nonpayment of rent and to collect arrearages, constable fees and costs on account of the RESIDENT'S failure to pay rent when due.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Tenant: \_\_\_\_\_

Housing Authority: \_\_\_\_\_



## LEASE AMENDMENT (STATE HOUSING)

The Lease, as executed on [REDACTED] / [REDACTED] / 2006, between [REDACTED]  
(RESIDENT)

and the Cambridge Housing Authority, is hereby amended so as to include the following additional provisions, and as so amended the lease shall continue in full force and effect:

The monthly rent provided in Paragraph 1 shall be \$ [REDACTED] effective [REDACTED] 2006.

Add new Paragraph 4a to the section entitled "The Apartment: Residents, Rent and Utilities"

### **Nonpayment of Rent – Late Fee**

In the event that a RESIDENT of state-assisted housing fails to pay all or any part of the rent within thirty (30) days of its due date, CHA shall impose a fee in the amount of \$25 for failure to pay rent when due, and said amount shall be considered additional rent. Rent payments shall be applied to rental obligations with the oldest obligation being paid first. By charging said late fee, CHA shall not thereby waive any rights to issue a notice of termination of the tenancy for nonpayment of rent, to bring eviction proceedings against RESIDENT for nonpayment of rent and to collect arrearages, constable fees and costs on account of the RESIDENT'S failure to pay rent when due.

Add Paragraph 4b to Section entitled "The Apartment: Residents, Rent and Utilities"

### **Overhoused Households**

In state-assisted housing, unless an exception is provided by law, if the size of the RESIDENT'S household does not warrant the number of bedrooms in the leased premises, and, as a consequence, the RESIDENT'S household is determined to be overhoused, upon availability of a smaller unit of appropriate unit size, CHA shall offer to lease such smaller unit to RESIDENT. RESIDENT shall have thirty days within which to sign a new Lease and to move to the unit of appropriate unit size. Following expiration of thirty (30) days, if RESIDENT shall have failed or refused to transfer to the unit of appropriate unit size offered by CHA, RESIDENT'S monthly rent shall be 150% of the rent which would otherwise have been charged to RESIDENT. By charging such increased rent, CHA shall not have condoned RESIDENT'S breach of RESIDENT'S obligation to move to the smaller unit and CHA shall not thereby waive any rights to issue a notice of termination of the tenancy for cause, to bring eviction proceedings against RESIDENT for failure or refusal to move and to collect arrearages, constable fees and costs on account of said failure or refusal.