62 Whittier Street
Dover, New Hampshire 03820-2994

WHITTIER FALLS HOUSING RESIDENTIAL DWELLING LEASE

1. RESIDENT NAME:
OTHER HOUSEHOLD MEMBERS:
APARTMENT ADDRESS: PLEASANT VIEW CIRCLE DOVER, NH 03820
LANDLORD: 1623 Settlement Dover Limited Partnership
MANAGEMENT: Dover Housing Authority shall act on behalf of the Landlord.
2. <u>TERM</u> : The initial term shall be one (1) year. The initial term shall begin on and end on and end on After the initial term, the Agreement may continue for successive terms of one year.
3. <u>RENT:</u> The Resident shall pay rent of \$ per month. The rent is due on the <u>first day</u> of the month at 62 Whittier Street, Dover, NH 03820. The Resident and members of the household listed on this lease are renting the living space in the apartment located at PLEASANT VIEW CIRCLE DOVER, NH 03820, plus a storage area in the basement consisting of an approximate 4' x 10' storage area.
4. <u>CHARGES FOR LATE PAYMENTS:</u> Rent not paid in full on or before the <u>fifth</u> day of the month at 4 PM shall be delinquent and a Demand for Rent and a Notice to Vacate shall issue. A Late Charge of \$15.00 shall apply.
5. <u>UTILITIES AND SERVICES:</u> The Landlord shall provide maintenance and services including: Heat, Hot Water, Cold Water, and Lawn Care. The Resident is responsible for payment of Electricity directly to the Utility Company.
6. <u>SECURITY DEPOSIT:</u> Resident agrees to pay \$ as a security deposit to be used by Landlord at termination of this lease toward reimbursement of the cost of repairing any damages to the dwelling unit caused by Resident, his family, dependents, or guests, and any rent or other charges owed by Resident. Resident's previous security deposit, along with interest accrued will transfer to the new unit with the tenant
7. <u>REGULARLY SCHEDULED RECERTIFICATIONS:</u> The Resident shall fully cooperate with annual or interim recertification of family income. Failure to cooperate is a material violation of the lease and shall result in eviction.

- 8. OBLIGATIONS OF LANDLORD: The Landlord shall:
 - A. Maintain the premises in decent, safe and sanitary condition.
 - B. Comply with requirements of applicable building codes, and housing codes, materially affecting health and safety.
 - C. To maintain the grounds including mowing, but not shoveling of parking spaces or walkways
 - D. Keep building, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
 - E. Maintain in good and safe working condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the Landlord
 - F. Maintain the supply of running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage)

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G.Make reasonable accommodations in lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping resident meet essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens.

9. OBLIGATIONS OF THE RESIDENT and ALL HOUSEHOLD MEMBERS:

Residents and all members of the household shall:

- A. Notify the Landlord in writing at least thirty (30) days prior to vacancy.
- B. Not assign or sub-lease the apartment;
- C. Use the residence only as a home for all adults and children listed on the lease and for no other purposes; refrain from allowing guests to stay overnight for more than fourteen (14) nights in a 12-month period;
- D. Abide by necessary and reasonable regulations promulgated by the Landlord for the benefit and well being of the housing neighborhood and the residents.
- E. Comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety.
- F. Abide by Housekeeping Standards as depicted on the photo display attached.
- G. Dispose of rubbish and other waste in a manner consistent with the ordinance of the City of Dover and the regulations of the Landlord. Failure to comply with this clause and the applicable City of Dover ordinance may result in extra clean-up and collection charges and/or fines to the Resident and eviction. Residents shall supply an adequate number (at least one container for trash and one for recycling) of trash and recycling receptacles for storage in the back of the building. Residents shall carry trash and recycling to the street curb for City pick-up on the day for City pick-up.
- H. Use all electrical, plumbing, sanitary, heating, ventilating and other facilities and appurtenances in a reasonable manner.
- I. Notify the Landlord of need for any repairs:
- J. Refrain from, and to cause Resident's household and guest(s) to refrain from, destroying, defacing, damaging, or removing any part of the premises or development.
- K. Pay any reasonable charges (other than for wear and tear) for the repair of damages to the premises, buildings, facilities or common areas caused by resident, resident's household or guests in accordance with a schedule of charges.
- L. Conduct himself or herself and cause other persons who are on the premises with Resident's consent to conduct themselves in a manner which will not disturb other resident's peaceful enjoyment of their accommodations, and will be conducive to maintaining the development in a decent, safe and sanitary condition.
- M. Refrain from illegal and other activities that impairs the physical or social environment of the development.
- N. Refrain from engaging in criminal activity, including drug related criminal activity;
- O. Permit management to enter the premises for the purpose of performing periodic inspections, reading utility meters, housekeeping inspections and routine maintenance for making improvements or repairs or to show the premises for re-leasing.
- P. Give management notice in writing when the premises are to be vacant for two weeks or more; such notice shall not render management responsible for any personal property of any nature or description left in or on the leased premises during resident's absence.
- Q. Refrain from discharging any rifle or handgun that operates on compressed air. Compressed air weapons shall include rifles and handguns known as "BB" guns, pellet guns and /or CO2 guns.

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- R. Leave the dwelling unit upon vacating the premises in a clean condition, normal wear and tear excepted, and to return the keys to the management. Any property left by the resident in or about the premises after he/she vacates will be considered as abandoned and may be disposed of as the management sees fit and in compliance with state law.
- S. Pay promptly any utility charges including but not limited to electricity.
- T. Notify management of any utility shutoff;
- U. Comply with the provisions of any attachment to and incorporated in this lease;
- V. Refrain from threatening the health, safety or peaceful enjoyment of the premises by other residents.

10. NOTICE

- A. Residents shall notify the Landlord in writing delivered to the Management Office at 62 Whittier Street Dover NH or sent by prepaid first-class mail, properly addressed.
- B. Landlord shall notify the Resident must be in writing, delivered to Resident or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Resident.
- C. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- D. If Resident is visually impaired, all notices shall be in an accessible format.

11. TERMINATION OF LEASE:

- A. This Lease may be terminated for violations of material terms of the Lease and for other good cause. The following list of material terms and other grounds constituting good cause is a partial list, but includes the following:
 - (1) The failure to pay rent or other payments when due.
 - (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the first of the month. Four (4) such late payments within a 12-month period shall constitute a repeated late payment.
 - (3) Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities.
 - (4) Misrepresentation of family income, assets, or composition.
 - (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual or interim reexaminations.
 - (6) Failure to qualify within the guidelines of LIHTC.
 - (7) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas.
 - (8) Criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of Whittier Falls Housing by other residents or employees, or any drug related criminal activity on or off the premises.
 - (9) Alcohol or other drug abuse interfering with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - (10) Weapons or illegal drugs seized on Whittier Falls Housing property by a law enforcement officer.
 - (11) Any fire caused by the resident, household members or guests' actions or neglect.

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- (12) Keeping an animal in or on the property in violation of the pet policy.
- (13) The presence of a banned person in the apartment or within 25 feet of the entrance to the apartment
- (14) Failure to abide by House Rules as posted in the offices of the Landlord and as amended from time to time
- (15) Failure to relocate to another apartment after notification
- B. The Management shall give written notice of the proposed termination of the Lease of:
 - (1) Seven (7) days in the case of failure to pay rent;
 - (2) Thirty (30) days in any other case.
- C. The Notice of Termination:
 - (1) The notice of termination to Resident shall state specific reasons for the termination.
- D. This lease may be terminated by the resident or resident's estate at any time by giving thirty (30) days written advance written notice. If no notice is given, resident or resident's estate shall be responsible for rent unless management rents the dwelling unit.
- E. Notwithstanding anything else in this lease, including any attachments, HUD requires Appendix 1E provisions to be included as part of this lease and no other provisions, including any that purport to control in the event of a conflict, may supersede or negate them.
- 12. <u>VACATED UNITS:</u> If the resident for any reason, including but not limited to sickness and placement in a convalescent institution, vacates the property for a period in excess of thirty (30) consecutive days, unless special written arrangements have been made with the Landlord.
- 13. <u>RELOCATION:</u> The Landlord reserves the right to relocate the resident and all members of the household to another apartment at any time at the discretion of the Landlord. The Landlord will provide thirty (30) days written notice of a relocation. During the RAD conversion and renovation process, the resident and all household members may be relocated several times to facilitate the renovation process. The resident shall cooperate with the Landlord with relocation efforts.
- 14. <u>DOCUMENTS ATTACHED TO THE LEASE:</u> The following documents are attached to the lease and incorporated into this lease:
 - A. Appendix 1E RAD Resident Procedural Rights (PIH-2012-32 (HA), REV-3)
 - **B.** Whittier Falls Housing House Rules
 - C. Violence Against Women Act (VAWA)
 - D. HUD 52530.c
 - E. Housekeeping Standards Photo Display

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OWNER	DATE
RESIDENT	DATE

PLEASANT VIEW CIRCLE

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WHITTIER FALLS HOUSING 1623 SETTLEMENT DOVER LIMITED PARTNERSHIP

HOUSE RULES of the APARTMENT LEASE

- 1. <u>Garbage/Trash:</u> All residents shall place garbage bags in Dover green bags on the street curb by 7 AM on the day of the City of Dover pick-up day.
 - a. Garbage shall be stored in a covered plastic barrel, in the rear of the unit while waiting for garbage day.
 - b. No garbage/trash shall be placed on the curb without a tag or Dover green bag.
- 2. <u>Parking:</u> The following parking rules shall be observed at all times:
 - a. All vehicles parked on Whittier Falls Housing property shall be registered, have a current inspection sticker, and be suitable for use on the road.
 - i. Any inoperable or non-roadworthy vehicle parked on Whittier Falls Housing property is subject to towing at the vehicle owner's expense.
 - b. Automotive repair work, aside from routine maintenance, is prohibited on Whittier Falls Housing property.
 - c. All residents and guests shall abide by the Winter Parking rules of the City of Dover.
 - d. All residents shall register cars with the Management Agent and shall display stickers issued by the Management Agent in the rear window.
- 3. <u>Toys and Bikes:</u> All toys and bikes may be stored outside overnight, from May 1st to October 31st, but ONLY in the rear of the unit. No toys or bikes shall be stored outside during the winter months of November through April.
- 4. <u>Outside Storage:</u> No personal property may be stored outside in the front of the apartment. Items designed for indoor use, including but not limited to couches, chairs and other furniture may not be stored anywhere outside the apartment for any reason. Items designed for outdoor use such as plastic chairs and a gas grill may be stored outside ONLY in the rear of the apartment. Gas grills and one propane tank must be stored at least fifteen (15) feet from the rear of the building. Items stored outside the front of the apartment, or otherwise in violation of this House Rule shall be considered abandoned and may be removed by Whittier Falls Staff.
- 5. <u>Basement Storage:</u> A 4-foot by 10-foot rectangle will be painted on the floor of your basement. This is the only space to be used in the basement. Maintenance will be doing regular checks of the basements. Any items found outside of the designated area will be removed by maintenance.
- 6. <u>Wading Pools:</u> All wading pools shall not exceed 18 inches in depth and shall be drained by 8 PM and shall remain drained during evening and night hours.
- 7. <u>Landscaping:</u> Upon request, Whittier Falls will supply and install a flower bucket in the front portion of your home including the bucket and the gardening soil. Residents may only display plants and planting in the Whittier Falls issued container. No planting flowers or plants in the ground is permitted.

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- 8. <u>Combustible or Flammable Fuel:</u> No combustible or flammable fuel, or any device that contains such fuel, shall be stored within fifteen (15) feet of any building. This includes but is not limited to grill propane tanks, dirt bikes, and motorcycles.
- 9. <u>Smoke and Carbon Monoxide Devices:</u> Residents shall not disable any smoke and/or carbon monoxide devices.
- 10. <u>Snow Removal:</u> Residents are responsible for keeping all steps and walkways leading to their apartment free of snow and ice.
- 11. No Painting: Residents are not permitted to paint walls or woodwork.
- 12. No Changing Locks: Residents are not permitted to change the locks.
- 13. <u>No Smoking:</u> There is no smoking allowed on Whittier Falls Housing Property, including but not limited to, inside and outside of apartments and common areas.
- 14. No "sticky" Tiles on the Floor: No flooring with adhesive should be placed on any flooring.
- 15. No tampering with Thermostats. Thermostats are not to be tampered with or changed in any way.
- 16. <u>Pet Policy:</u> No dogs are allowed on property unless approved by management. This applies to visitors' dogs as well.

Dogs are not allowed on Dover Housing Authority property unless there is an accommodation due to a disability, the proper documentation has been provided to, and written permission has been received from Dover Housing Authority.

If you are permitted to have a dog, you must abide by the following rules:

- a) A Veterinarian's Certificate stating the dog has been neutered or spayed, has received current rabies shots, and the dog is in good health.
- b) Resident must register the dog with management before move-in and update registration annually at the time of recertification. A current license, photo, and proof of current shot records will need to be provided at annual recertification.
- c) Resident is responsible for the care and cleanliness of the dog. Any dog waste must be cleaned up immediately.
- d) Resident must abide by all city laws regarding dog ownership licensing, including but not limited to leash laws, vaccinations, etc

One (1) cat is allowed if all the following requirements are met:

- a) A Veterinarian's Certificate stating the cat has been neutered or spayed, has received current rabies shots, and the cat is in good health.
- b) Resident must register cat with management before move-in and update registration annually

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at the time of recertification. A current photo, and proof of current shot records will need to be provided at annual recertification.

c) Resident is responsible for the care and cleanliness of the cat. Litter boxes must be kept clean and sanitary.

Any other pets must be approved by management.

17. <u>Washers and Dryers:</u> These appliances have been provided by DHA and will be maintained by DHA Maintenance. The washers and dryers are not part of the rent charged to the resident. Any repairs of the appliances beyond normal wear and tear shall be charged to the Resident.

It is the resident's responsibility to:

- a) Report a problem with the appliance immediately. You will be charged if the delay causes more damage to the appliance or surrounding area.
- b) Use the appliance accordingly. Do not overload the machines.
- c) Refrain from abusing the appliance; do not punch, kick or damage the appliance in any way.
- d) Pay any repairs charged to a resident due to the damages caused by the resident.

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Hoarding Center

Clutter Image Rating

In our work on hoarding, we've found that people have very different ideas about what it means to have a cluttered home. For some, a small pile of things in the corner of an otherwise well-ordered room constitutes serious clutter. For others, only when the narrow pathways make it hard to get through a room does the clutter register. To make sure we get an accurate sense of a clutter problem, we created a series of pictures of rooms in various stages of clutter – from completely clutter-free to very severely cluttered. People can just pick out the picture in each sequence comes closest to the clutter in their own living room, kitchen, and bedroom. This requires some degree of judgment

because no two homes look exactly alike, and clutter can be higher in some parts of the room than others. Still, this rating works pretty well as a measure of clutter. In general, clutter that reaches the level of picture # 4 or higher impinges enough on people's lives that we would encourage them to get help for their hoarding problem. These pictures are published in our treatment manual (Compulsive Hoarding and Acquiring: Therapist Guide, Oxford University Press) and in our self-help book (Buried in Treasures: Help for Compulsive Acquiring, Saving, and Hoarding, Oxford University Press).

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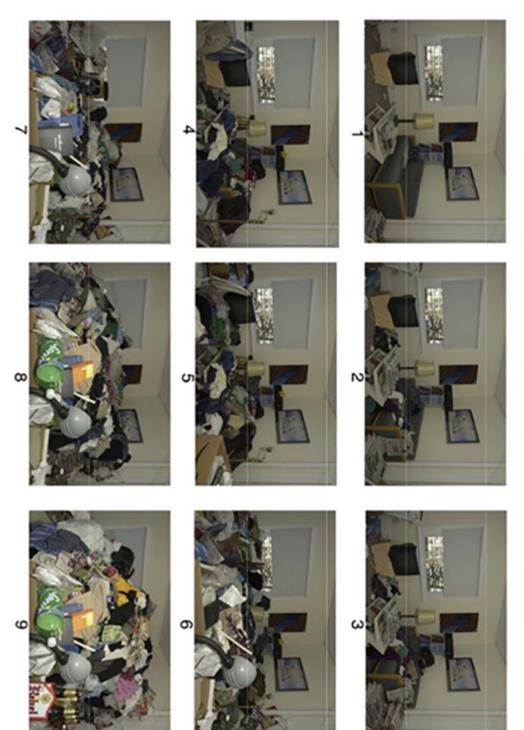
Clutter Image Rating Scale: Kitchen

Please select the photo below that most accurately reflects the amount of clutter in your room.



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WHITTIER FALLS HOUSING RESIDENTIAL DWELLING LEASE



Clutter Image Rating: Living Room

Please select the photo below that most accurately reflects the amount of clutter in your room.

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