



# COMPRENDA SU NUEVO CONTRATO DE ARRENDAMIENTO CON WILSON

Jueves, 2 de mayo, 2024, a las 6.30 pm | Escuela Pública DREAM Este de Harlem, 1991 2da Ave, New York, NY 10029

# AGENDA

- 01. DESCRIPCIÓN DE PACT**
- 02. DÓNDE ESTAMOS AHORA**
- 03. ACERCA DE LA GESTIÓN DE SHINDA**
- 04. INTRODUCCIÓN A SU PACTO DE ARRENDAMIENTO**
- 05. PÁGINA POR PÁGINA: SU NUEVO CONTRATO DE ARRENDAMIENTO**
- 06. QUESTIONS AND ANSWERS**



01.

# DESCRIPCIÓN DE PACT



# ¿QUÉ ES EL PACTO?

- NYCHA necesita \$ 78.3 mil millones para renovar y modernizar por completo sus viviendas, pero el gobierno federal ha proporcionado solo una fracción de los fondos necesarios.
- A través de PACT, los desarrollos se incluyen en la Demostración de asistencia de alquiler (RAD) y se convierten en un programa más estable con fondos federales llamado Sección 8 basada en proyectos.
- PACT desbloquea fondos para completar reparaciones integrales mientras mantiene las viviendas permanentemente asequibles y garantiza que los residentes tengan los mismos derechos básicos que poseen en el programa de vivienda pública.

## INVERSIONES Y MEJORAS DEL PACT



*Apartamento renovado en Twin Parks West*



*Mejoras del sitio en Baychester*



*Techo reparado y sistema de paneles solares en Ocean Bay (Bayside)*



*Entrada del edificio renovado en Ocean Bay (Bayside)*

# ¿CÓMO FUNCIONA EL PACT?

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

## REPARACIONES INTEGRALES

Los socios de desarrollo aportan experiencia en diseño y construcción. Se ocupan de todas las necesidades físicas en el desarrollo.

## GESTIÓN PROFESIONAL

Los socios administradores de propiedades son responsables de la operación y el mantenimiento diarios de los edificios y terrenos.

## SERVICIOS MEJORADOS

Las asociaciones con proveedores de servicios sociales ayudan a mejorar los servicios y la programación en el sitio a través de los aportes de los residentes.

## CONTROL PÚBLICO: NYCHA Y RESIDENTES

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

# PROTECCIONES RESIDENTES EN EL PACT

- ✓ El alquiler será el 30% de los ingresos de su hogar.\*
- ✓ Tendrá derecho a organizarse.
- ✓ Las asociaciones de vecinos seguirán recibiendo financiación.
- ✓ Tendrá derecho a renovar sus contratos de arrendamiento.
- ✓ Su solicitud no se volverá a examinar después de la conversión.
- ✓ Podrá agregar familiares a sus contratos de arrendamiento.
- ✓ Seguirá teniendo derechos de sucesión.
- ✓ Podrá tener audiencias de quejas.
- ✓ Tendrá la oportunidad de postularse para puestos de trabajo creados por PACT.

\*Pueden aplicarse excepciones a los hogares que pagan un alquiler fijo, son participantes actuales de la Sección 8 basados en inquilinos o una familia mixta, según lo define HUD.

02.

## DÓNDE ESTAMOS AHORA



# Recapitulación: 5 Reuniones de Residentes

Agosto 2023

Reunión de la Comunidad de Espacios Exteriores: áreas exteriores de ejercicio, asientos, paisajismo, áreas de juego para niños.

Junio 2023

Reunión de la Comunidad de Espacios Interiores: Salón comunitario, instalaciones de lavado, entradas y lobbies, mejoras en la basura y reciclaje, seguridad.

Noviembre 2023

Reunión de Introducción a Shinda: Nuevo gerente de propiedades por la conversión a PACT.

Febrero 2024

Reunión de Renovaciones de Apartamentos Interiores y Espacios Comunes

Marzo 2024

Reunión del Proceso de Firmado del Contrato de Arrendamiento

Mayo 2024

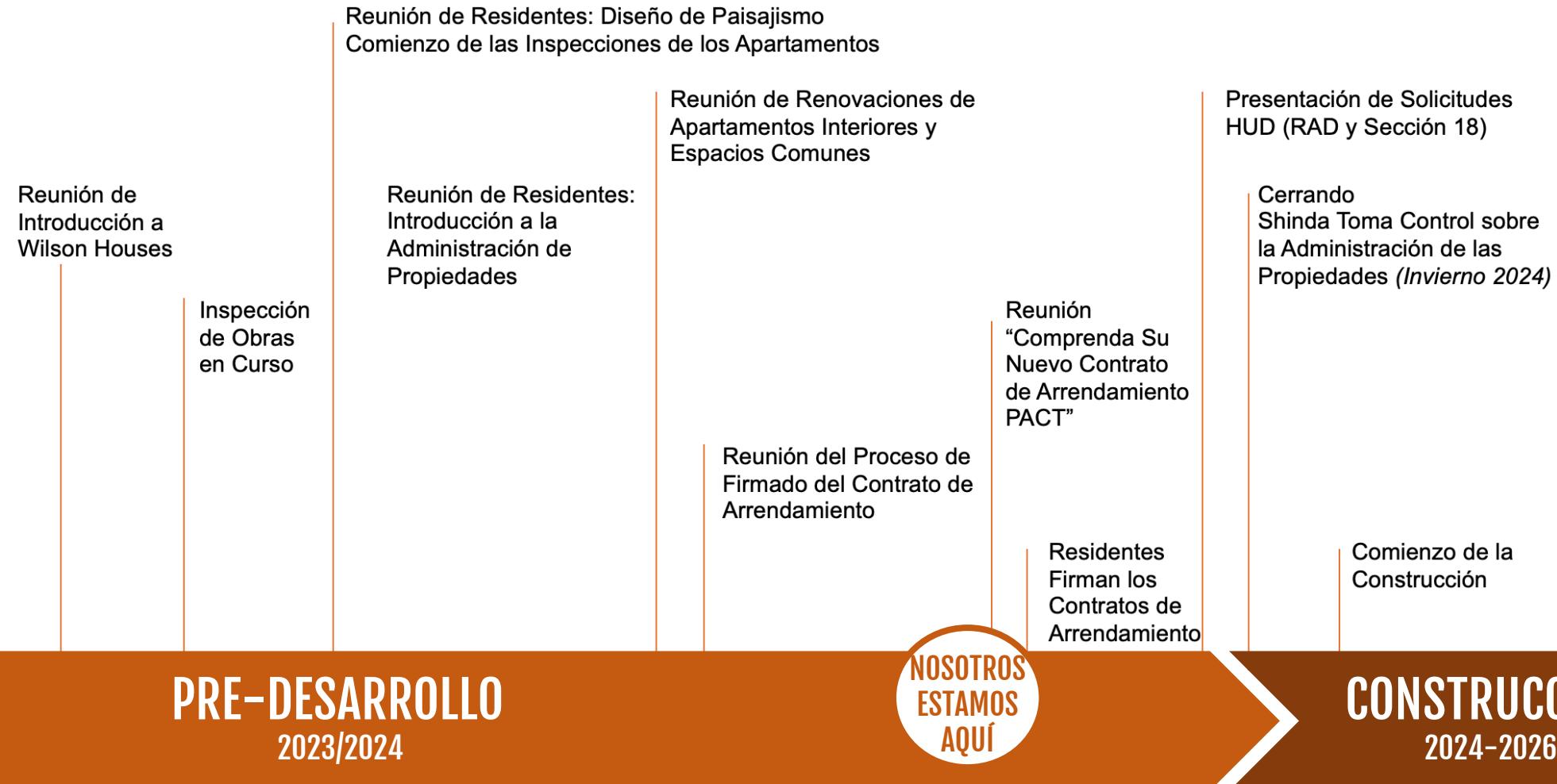
Reunión “Comprenda Su Nuevo Contrato de Arrendamiento PACT”

Verano/Otoño 2024

Nuevos talleres: Planes de Seguridad y banda ancha/Internet, introducción a los servicios sociales y preparaciones por conversión.

Nosotros  
Estamos  
Aqui

# Línea de Tiempo del Proyecto



**PARTICIPACIÓN DE LOS RESIDENTES A TRAVÉS DEL PROCESO ENTERO**

03.

## Acerca de la gestión de Shinda



# Nuestra Misión

**Shinda Management Corporation** ofrece servicios de administración de propiedades de calidad en todos los niveles de nuestra organización. Cada miembro de nuestro equipo se esfuerza por cumplir nuestra visión de excelentes servicios al cliente tanto para nuestros clientes como para los residentes. Nos comprometemos a proporcionar Servicios de Consultoría y Gestión de Propiedades Inmobiliarias de calidad.



(SHINDA SIGNIFICA "SUPERAR" EN SWAHILI)

# Transformación to PACT

- Shinda asumirá la responsabilidad como nuevo administrador de propiedades en Wilson Houses el día de la conversión (2024)
- Para familiarizarse con los residentes y sus necesidades, Shinda ha iniciado el proceso de incorporación
- El estilo de gestión de Shinda incorpora tecnología e innovación, mejorando nuestra comunidad
- El nuevo personal se encargará de todas las facetas de la gestión de los edificios
- NYCHA continúa siendo propietario de la propiedad y supervisa el programa PACT



**(SHINDA SIGNIFICA "SUPERAR" EN SWAHILI)**

# Quiénes Somos

- Shinda fue creada en 1980
- 42 años de exitosa gestión inmobiliaria
- Gestión de más de 6.000 unidades en la zona tri-estatal
- Oficina principal en Nueva York, NY
- Empresa comercial propiedad de minorías
- Priorizamos la transparencia, la rendición de cuentas y la innovación para hacer que nuestras comunidades sean mejores, más fuertes y más seguras



(SHINDA SIGNIFICA "SUPERAR" EN SWAHILI)

04.

# INTRODUCCIÓN A SU PACTO DE ARRENDAMIENTO

Approved - PACT Lease  
(as of 1/6/2023)

## RESIDENTIAL APARTMENT LEASE – [DEVELOPMENT]

### PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT) LEASE

PACT Partner and Tenant make this apartment lease agreement ("Lease") as follows:

PACT Partner Name: \_\_\_\_\_

PACT Partner Address for Notices: \_\_\_\_\_

PACT Property Manager Name: \_\_\_\_\_

PACT Property Manager's Address: \_\_\_\_\_

Development: \_\_\_\_\_

Address of "Leased Premises" (including Apt No.): \_\_\_\_\_

Tenant's Name (person/people signing lease): \_\_\_\_\_

Section 8 Case Number: \_\_\_\_\_

Effective Date of Lease: \_\_\_\_\_, 20\_\_\_\_ or the date of the PBV HAP Contract (as defined below) for the Development, whichever is later.

# Firmar su contrato de arrendamiento PACT

Los residentes de Wilson Houses pasarán de la Sección 9 (Vivienda Pública) a la Sección 8 basada en proyectos. Los hogares continuarán pagando el 30% de sus ingresos brutos ajustados para el arrendamiento.\*

Como parte de la conversión, se requerirá que todos los hogares firmen un nuevo contrato de arrendamiento PACT basado en proyectos Sección 8 para garantizar la ocupación continua. Esta es una parte fundamental de la conversión a la Sección 8. Solo el Jefe de Hogar (y/o el Codirector del Hogar según lo identificado por la vivienda pública de NYCHA) deben asistir a una cita para firmar el contrato de arrendamiento de PACT (se requiere una identificación con foto al firmar el contrato de arrendamiento). Los inquilinos deben traer identificaciones con foto emitidas por el gobierno para todos los miembros del hogar mayores de 18 años.

\* Pueden aplicarse excepciones a los hogares que pagan un alquiler fijo, son participantes actuales de la Sección 8 basados en inquilinos o una familia mixta según lo define HUD.

# Introducción a las firmas de contratos de arrendamiento

- El contrato de arrendamiento PACT fue desarrollado por NYCHA y ha sido informado por los residentes, defensores y partes interesadas. También ha sido revisado por la Sociedad de Asistencia Legal, una organización independiente de servicios legales.
- Muchos de los derechos y protecciones del Programa PACT están documentados en el Arrendamiento PACT por lo que la firma de este nuevo contrato garantiza que los hogares seguirán siendo inquilinos bajo un contrato de arrendamiento que protege los mismos derechos básicos que poseen en el programa de vivienda pública.
- Durante los próximos meses, compartiremos más información sobre el contrato de arrendamiento y llevaremos a cabo actividades de divulgación para que los residentes firmen su nuevo contrato de arrendamiento.

## ¿Tiene Preguntas Respecto a la Conversión PACT o el Arrendamiento?

- Todos los residentes de la NYCHA tienen acceso a servicios legales gratuitos a través del Legal Aid Society para hacer preguntas sobre el proceso de conversión PACT o su nuevo contrato de arrendamiento PACT.
- Llame gratuitamente a la Línea Telefónica Free Legal Aid PACT para agendar una cita: 212-298-3450

05.

# PÁGINA POR PÁGINA: SU NUEVO CONTRATO DE ARRENDAMIENTO

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(as of 1/6/2023)

## RESIDENTIAL APARTMENT LEASE – [DEVELOPMENT]

### PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT) LEASE

PACT Partner and Tenant make this apartment lease agreement ("Lease") as follows:

PACT Partner Name: \_\_\_\_\_

PACT Partner Address for Notices: \_\_\_\_\_

PACT Property Manager Name: \_\_\_\_\_

PACT Property Manager's Address: \_\_\_\_\_

Development: \_\_\_\_\_

Address of "Leased Premises" (including Apt No.): \_\_\_\_\_

Tenant's Name (person/people signing lease): \_\_\_\_\_

Section / Case Number: \_\_\_\_\_

Effective Date of Lease: \_\_\_\_\_, 20\_\_\_\_ or the date of the PBV HAP Contract (as defined below) for the Development, whichever is later.

# Revisión del Contrato de Arrendamiento PACT

## CONTRATO DE ARRENDAMIENTO PACT PÁGINA 1: FECHA EFECTIVA DEL CONTRATO E INFORMACIÓN DE LA VIVIENDA

La página 1 del contrato de arrendamiento PACT estará pre-llenada con información que la NYCHA tenga registrada para su vivienda, incluyendo su número de caso de Sección 8.

- Durante su cita para firmar el contrato de arrendamiento, por favor asegúrese de que toda la información de esta página es correcta.
- La fecha efectiva de su contrato de arrendamiento PACT será la fecha de la conversión PACT, que se espera que suceda a finales del 2024

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(as of 1/6/2023)

### RESIDENTIAL APARTMENT LEASE – [DEVELOPMENT]

#### PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT) LEASE

PACT Partner and Tenant make this apartment lease agreement ("Lease") as follows:

PACT Partner Name: \_\_\_\_\_

PACT Partner Address for Notices: \_\_\_\_\_

PACT Property Manager Name: \_\_\_\_\_

PACT Property Manager's Address: \_\_\_\_\_

Development: \_\_\_\_\_

Address of "Leased Premises" (including Apt No.): \_\_\_\_\_

Tenant's Name (person/people signing lease): \_\_\_\_\_

Section 8 Case Number: \_\_\_\_\_

Effective Date of Lease: \_\_\_\_\_, 20\_\_\_\_ or the date of the PBV HAP Contract (as defined below) for the Development, whichever is later.

# Revisión del Contrato de Arrendamiento PACT

## CONTRATO DE ARRENDAMIENTO PACT PÁGINA 2: SECCIÓN 8 Y PORCIÓN DE LA RENTA DEL RESIDENTE

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

- Los residentes actuales de Wilson Houses automáticamente califican para la Sección 8 a través del programa PACT.
- Ésta página será pre-llenada con el monto de la renta, que será determinado por la oficina de Viviendas Arrendadas de la NYCHA. Su renta será el 30% de los ingresos brutos ajustados del hogar.
- Los residentes que actualmente pagan un alquiler fijo tendrán sus rentas ajustadas al 30% de los ingresos brutos ajustados del hogar durante un periodo de introducción gradual de cinco años.

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(as of 1/6/2023)

1. **HEADINGS:** Paragraph headings are only for ready reference to the terms of this Lease. In the event of a conflict between the text and a heading, the text controls.

2. **MONTHLY RENT TO THE PACT PARTNER:**

The monthly "Contract Rent" to the PACT Partner is determined by the New York City Housing Authority ("NYCHA") in accordance with the U.S. Department of Housing and Urban Development ("HUD") requirements for a tenancy under the Section 8 Voucher program.

One of the three options below will be checked by the PACT Partner prior to Tenant signing the Lease:

A. Unit on Section 8 Project-Based Housing Assistance Payment ("HAP") Contract. *See Subparagraph 2.a.*

B. Unit not on Section 8 Project-Based HAP Contract because a rent election has been made. *See Subparagraph 2.b.*

C. Tenant is Section 8 Tenant-Based participant; unit not on Section 8 Project-Based HAP Contract. *See PACT Residential Lease Rider (Tenant-Based Section 8 Participants).*

a. **ONLY IF 2(A) IS CHECKED: Unit on Project-Based HAP Contract.** Each month the PACT Partner and/or the PACT Property Manager will credit a housing assistance payment received from NYCHA, if any, (the "monthly housing assistance payment") against the monthly Contract Rent. The amount of the monthly housing assistance payment will be determined by NYCHA in accordance with HUD requirements for a tenancy under the Section 8 Project-Based Voucher ("PBV") program and NYCHA's implementation of the Rental Assistance Demonstration ("RAD") program as implemented by Notice H 2019-09 PIH 2019-23 (September 5, 2019), as it may be amended from time to time (the "RAD Notice").

The remaining portion of the Contract Rent is the Tenant's portion of the rent. You as Tenant are responsible for paying to the PACT Partner this "Tenant's portion of the rent" which is an amount that is equal to thirty (30%) percent of your adjusted gross income as determined by NYCHA, exclusive of any allowance for tenant-paid utilities, if applicable as further set forth in accordance with

HUD PBV requirements. If you were a NYCHA public housing tenant residing at the Development, and if, at the initial conversion of the Development to project-based Section 8, your portion of the rent as calculated, represents an increase over what you paid for rent as a public housing resident because you were paying less than thirty (30%) percent of your adjusted gross income, and such increase is by more than the greater of ten (10%) percent or twenty-five (\$25.00) dollars, as determined by NYCHA, such increase will be phased-in over a 5-year period. Such phased-in increase will be calculated by NYCHA in accordance with the requirements set forth in the RAD Notice.

The Contract Rent is the sum of the monthly housing assistance payment plus Tenant's portion of the rent. The Tenant's portion of the rent is due and payable the first day of each month or at such other day each month as the PACT Partner and/or the PACT Property Manager may decide at the address above or at a location designated by the PACT Partner and/or the PACT Property Manager in writing. Notice from the PACT Partner to Tenant that rent is due is not required. The rent must be paid in full without deductions. The Tenant shall tender his/her/their portion of the rent by check or money order or as otherwise accepted by the PACT Partner and/or the PACT Property Manager (which may include rent paid directly to the PACT Partner on the Tenant's behalf by public assistance, and will be accepted in accordance with the public assistance payment schedule).

**TENANT'S PORTION OF THE RENT:** The initial Tenant's portion of the rent shall be \$\_\_\_\_\_.

**Monthly Housing Assistance Payment:** The initial monthly housing assistance payment shall be \$\_\_\_\_\_.

**Contract Rent for Apartment:** The initial contract rent shall be \$\_\_\_\_\_.

b. **ONLY IF 2(B) IS CHECKED: Unit not on Project-Based HAP Contract.**

(i) **At Initial Conversion:** If at initial conversion, your Tenant's portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to \$0), and you received the "Rent Election Form" attached to this Lease as a Rider and elected to pay the Contract Rent Amount as shown in the Rent Election Form and listed below which Contract

# Revisión del Contrato de Arrendamiento PACT

## CONTRATO DE ARRENDAMIENTO PACT PÁGINA 3: INFORMACIÓN DE LA VIVIENDA

La página 3 del contrato de arrendamiento PACT posee un listado de cada miembro de su vivienda y su relación con el jefe de familia.

- Si usted envió una solicitud a la NYCHA para añadir o retirar miembros de su vivienda, por favor incluya una copia de este documento a su cita de firmado del contrato de arrendamiento.
- El Departamento de Viviendas Arrendadas de la NYCHA será el responsable de procesar estas solicitudes después de la conversión PACT, pero podemos ayudarle con el seguimiento.

Rent Amount is lower than thirty (30%) percent of your adjusted gross income, then your unit will not be on the Project-Based HAP Contract; or

(ii) After Initial Conversion: If you became a Tenant after the initial conversion and the Leased Premises was terminated from the Project-Based HAP because your tenant's portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to \$0 for at least 180 days), then you will pay the Contract Rent Amount shown below.

The PACT Partner and Tenant agree that if at any time the PACT Partner or the PACT Property Manager notifies Tenant that they are eligible for the PBV program, the Tenant agrees to complete all documentation necessary to apply for assistance under the PBV program. If the Tenant does not complete the necessary documentation within thirty (30) days of written notification by the PACT Partner or the PACT Property Manager, Tenant agrees to pay the Contract Rent for Apartment as listed below.

The Tenant agrees to provide to the PACT Partner and/or the PACT Property Manager annually, no later than sixty (60) days from the PACT Partner's and/or the PACT Property Manager's written request, a certification of annual income and household size along with verification documentation. In order to verify Tenant's certification of annual income and household size, the PACT Partner and/or the PACT Property Manager may require Tenant to provide, and Tenant agrees to deliver, such documentation as would enable the PACT Partner and/or the PACT Property Manager to verify Tenant's income under the requirements of the PBV Program, including, without limitation, consecutive paystubs, completed federal and state income tax returns, and W-2 and 1099 forms (or their equivalent). If the Tenant fails to provide income documentation within the required time frame, Tenant agrees to pay the Contract Rent for Apartment as listed below.

The Contract Rent Amount is due and payable the first day of each month or at such other day each month as the PACT Partner and/or the PACT Property Manager may decide at the address above or at a location designated by the PACT Partner and/or the PACT Property Manager in writing. Notice from the PACT Partner to Tenant that rent is due is not required. The rent must be paid in full without deductions. The Tenant shall tender

his/her/their portion of the rent by check or money order or as otherwise accepted by the PACT Partner and/or the PACT Property Manager (which may include rent paid directly to the PACT Partner on the Tenant's behalf by public assistance, and will be accepted in accordance with the public assistance payment schedule).

**CONTRACT RENT FOR APARTMENT:** The initial contract rent shall be \$ \_\_\_\_\_.

c. The PACT Partner, in consideration of the rent herein paid and Tenant's undertaking to comply with the Tenant's obligations in this Lease and with all of the rules and regulations of the PACT Partner, hereby leases to the Tenant and the Tenant hereby rents from the PACT Partner the Leased Premises for the Term specified above.

### 3. USE AND OCCUPANCY OF LEASED PREMISES:

a. The Leased Premises shall be the Tenant's only residence and except as otherwise permitted herein shall be used solely as a residence for the Tenant and the members of the Tenant's household (i.e., those members that were authorized members of the public housing household at the time of conversion or named in the signed application for Section 8 post conversion) who remain in continuous occupancy since the inception of the tenancy, since birth or adoption, or since authorization by the PACT Partner and/or the PACT Property Manager and NYCHA. The members of the Tenant's household as authorized by the PACT Partner and/or the PACT Property Manager and NYCHA are listed below. The Tenant shall obtain the prior written consent of the PACT Property Manager, or such PACT Property Manager's designee and NYCHA, before allowing any person to reside in the Leased Premises.

The Tenant and the members of the Tenant's household listed below shall have the right to exclusive use and occupancy of the Leased Premises:

Name:	Relationship to Tenant:
_____	_____
_____	_____
_____	_____
_____	_____

# Revisión del Contrato de Arrendamiento PACT

## CONTRATO DE ARRENDAMIENTO PACT PÁGINA 5: DEPÓSITO DE GARANTÍA Y SERVICIOS PÚBLICOS

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

- El depósito de garantía que usted tenga registrado con la NYCHA será transferido a Shinda Management al momento de la conversión.
- Los servicios públicos son la responsabilidad de la administración y están incluidos en su renta.
- Consistentemente con las Reglas de Vivienda NYCHA, a los residentes no se les será permitido mantener unidades de secado dentro de sus apartamentos.

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

- i. delivered directly or mailed to the Tenant; or
- ii. posted in at least 3 conspicuous places within the building in which the Leased Premises are located, as well as in a conspicuous place in the Management Office.

### 6. SECURITY DEPOSIT:

a. At Initial Conversion: The balance of any security deposit currently held by NYCHA for you shall be transferred to the PACT Partner and you will not be required to pay any additional security, even if you transfer to another unit at this Development.

b. After Initial Conversion: If you are a new Tenant, any required security deposit is limited to the lesser of (i) one month of the Tenant's portion of the rent in the amount of \$ \_\_\_\_\_, and (ii) the Contract Rent.

c. If required by law, the amount held as the security deposit will be held in an account bearing interest at the banking institution's prevailing rate. An annual payment of accrued interest will be made by the banking institution to the Tenant, less 1% interest of the security on deposit, to be tendered by the banking institution to the PACT Partner. The PACT Partner may use or apply all or any part of the deposit as may be required to pay for damage to the Leased Premises during the term of this Lease. If Tenant carries out all of Tenant's obligations under this Lease, and if the Leased Premises is returned to the PACT Partner at the expiration of the lease term in the same condition as when rented by Tenant,

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ordinary wear and tear excepted, Tenant's security deposit will be returned in full to Tenant, with accrued interest thereon, within fourteen (14) days of Tenant vacating. Tenant shall not use the security deposit to pay the last month's rent of the Lease term. The PACT Partner may use the security deposit in full or in part, if necessary, as may be permitted by law.

7. SUBLetting/ASSIGNMENT: Tenant shall neither assign the Leased Premises in whole or in part nor sublet the Leased Premises in whole or in part without the written consent of the PACT Partner, nor permit anyone not specifically indicated in this Lease to occupy the Leased Premises. A sublet or assignment without consent shall constitute a breach of a substantial obligation of this Lease.

8. SERVICES: The following services and utilities are the responsibility of (boxes to be checked by the PACT Partner before signing):

PACT Partner:  Heat  Hot water  Gas  
 Electricity  Other  
Tenant:  Heat  Hot water  Gas  Electricity  
 Other

9. PACT PARTNER'S INABILITY TO PROVIDE SERVICE: If the PACT Partner is unable to provide certain services as a result of circumstances which are not the fault of the PACT Partner, Tenant's obligations under this Lease, including the obligation to pay rent, shall remain in effect, except as otherwise permitted by law.

10. ACCESS: The PACT Partner and/or the PACT Property Manager, upon reasonable advance notice to the Tenant, shall be permitted to enter the Leased Premises during reasonable hours for the purposes of performing routine inspections and maintenance, making improvements or repairs, or for showing the Leased Premises for re-leasing or to prospective mortgagees. A written statement specifying the purpose of the PACT Partner's or the PACT Property Manager's entry, delivered to Leased Premises at least 2 days before such entry, shall be considered reasonable advance notice. If the Tenant fails to permit such entry to the Leased Premises after such notice has been given, the PACT Partner and/or the PACT Property Manager may enter the Leased Premises at any time thereafter without further notice. The PACT Partner and/or the PACT Property Manager may enter the Leased Premises at any time without prior notice to Tenant

# Revisión del Contrato de Arrendamiento PACT

## CONTRATO DE ARRENDAMIENTO PACT PÁGINAS 6 Y 7: PROCESO DE RECLAMACIONES Y EL ROL DE NYCHA EN WILSON HOUSES

Las páginas 6 y 7 del contrato de arrendamiento PACT incluyen información sobre el proceso de reclamaciones y el rol de NYCHA en Wilson Houses.

- El Proceso de Reclamaciones NYCHA respecto a los problemas con la renta se mantendrán iguales después de la conversión PACT.
- Los residentes pueden iniciar una reclamación al respecto de reparaciones y mantenimiento a través de Shinda Management.
- Shinda Management debe recibir permiso de la NYCHA para comenzar acciones legales en contra de un residente. Nosotros priorizamos el trabajar con residentes que están enfrentándose a dificultades.
- Los residentes enviarán las recertificaciones anuales e intermedias de ingresos y cambios en la vivienda a las Viviendas Arrendadas NYCHA.
- Las admisiones de los nuevos residentes vendrán de la lista de espera basada en el sitio de desarrollo de la Sección 8, administrado por el Departamento de Viviendas Arrendadas NYCHA (LHD en inglés).

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(as of 1/6/2023)

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

**11. LIABILITY OF TENANT:** Tenant shall pay all sums incurred by the PACT Partner in the event the PACT Partner is held liable for damages resulting from any act by Tenant.

**12. FIRE AND CASUALTY DAMAGE:** Tenant is required to advise the PACT Partner immediately in the event of fire or other casualty which renders the Leased Premises partially or wholly unfit for occupancy. The PACT Partner shall repair the Lease Premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under the PACT Partner's control. If part of the Leased Premises is usable, Tenant must pay rent for the usable part. If the Leased Premises are damaged and the PACT Partner determines that the Leased Premises is beyond repair, the term of this Lease shall end, and Tenant must vacate the Leased Premises. If the fire or casualty was caused by Tenant's actions, the costs of the repairs shall be repaid to the PACT Partner by Tenant as added rent.

**13. TENANT DEFAULT:** In the event Tenant does not comply with any of the obligations of this Lease, creates a nuisance, engages in conduct detrimental to the safety of other tenants, intentionally damages the property, or is disturbing to other tenants, the PACT Partner may terminate the tenancy and Lease in accordance with the termination and grievance procedures set forth in Paragraph 14 herein. Any demand for rent must be made in writing.

**14. TERMINATION NOTIFICATION AND GRIEVANCE PROCESS; GOOD CAUSE.**

a. Termination Notification HUD is incorporating additional termination notification requirements to comply with section 6 of the United States Housing Act of 1937 (as may be amended, the "Act") for public housing projects that convert assistance under RAD and to non-RAD PBV units located at the Development. In addition to the regulations at 24 CFR § 983.257, related to the PACT Partner termination of tenancy and eviction, the termination procedure for RAD and non-RAD conversions to PBV will require adequate written

notice of termination of the Lease to Tenants which shall be:

i. A reasonable period of time, but not to exceed 30 days:

1. If the health or safety of other tenants, the PACT Partner's employees, or persons residing in the immediate vicinity of the Leased Premises is threatened; or

2. In the event of any drug-related or violent criminal activity or any felony conviction;

ii. At least 14 days in the case of nonpayment of rent; and

iii. At least 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

b. Grievance Process Pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55) and the RAD Notice as amended, HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the Act.

For issues related to subsidy assistance and termination of such assistance, PBV program rules require the public housing agency as contract administrator to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(v), an opportunity for an informal hearing must be given to the Tenant for any dispute that the Tenant may have with respect to a PACT Partner action in accordance with the Tenant's Lease or the contract administrator in accordance with RAD or Non-RAD PBV requirements that adversely affect the Tenant's rights, obligations, welfare, or status.

• For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v) (which relates to subsidy assistance under Section 8), NYCHA, as the contract administrator, will perform the hearing, as is the current standard in the program. The hearing officer must be

# Revisión del Contrato de Arrendamiento PACT

## CONTRATO DE ARRENDAMIENTO PACT PÁGINA 8: ELIMINACIÓN DE RESIDUOS, MASCOTAS, Y RESPONSABILIDADES DEL RESIDENTE

La página 8 del contrato de arrendamiento PACT incluye información sobre las Responsabilidades del Residente, incluyendo:

- La eliminación de basura y desperdicios en áreas designadas. La basura no puede ser dejada en los pasillos o lanzada por las ventanas.
- Mascotas – De acuerdo con la Política de Mascotas NYCHA, las mascotas (un perro o un gato) están permitidas.
- Los residentes actuales deben registrar a su(s) mascota(s) con la NYCHA antes de la conversión.
- En consistencia con los requerimientos anteriores, los nuevos residentes también tendrán permitido tener mascotas.
- ¡Los Nuevos Detectores de Humo y Monóxido de Carbono no deben ser manipulados de ninguna forma!
- Los residentes deben notificarle a la administración de cualquier desconchado en la pintura y de cualquier infante de 10 años o menor residente en una vivienda que pueda requerir ventanas de seguridad.
- Las secadoras NO ESTÁN permitidas en las viviendas

the Tenant or a member of the Tenant's household did or failed to do.

(B) During the initial lease term or during any extension term, other good cause includes:

- (1) Disturbance of neighbors,
- (2) Destruction of property, or
- (3) Living or housekeeping habits that cause damage to the Leased Premises or the Development.

(C) After the initial Lease term, such good cause includes the Tenant's failure to accept the PACT Partner's offer of a new Lease or revision.

### 15. LEGAL FEES:

In the event either the PACT Partner or Tenant incurs legal fees and/or court costs in the enforcement of any of the PACT Partner's or Tenant's rights under this Lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.

**16. RE-ENTRY:** If Tenant is evicted by legal action, the PACT Partner may enter the Leased Premises without being liable for re-entry and may re-rent the Leased Premises.

**17. WINDOW CLEANING:** Tenant shall not allow any windows to be cleaned from the outside unless such service is provided by the PACT Partner.

**18. COMMON AREAS:** Tenant shall not place baby carriages, bicycles or any other property in or on fire escapes, roofs, side-walks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the Leased Premises and the building. Only those elevators and passageways designated by the PACT Partner can be used for deliveries.

**19. GARBAGE AND REFUSE:** Garbage and recyclable items must be brought to the basement or other area designated by the PACT Partner in such a manner that the PACT Partner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window or balcony of the building. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of

the windows or into any of the halls, elevators, elevator shafts or any other public areas. Tenant shall not place any articles of refuse outside the Leased Premises or outside the building except in safe containers and only at places designated by the PACT Partner. Tenant shall be liable to Owner for any violations issued to the PACT Partner as a result of Tenant's failure to properly recycle or other violation of law.

### 20. PETS:

a. The PACT Partner shall have a pet policy that (i) at a minimum authorizes for all residents the number and kinds of pets as is currently allowed by NYCHA for its residents, namely registration of one dog or cat under (25) twenty-five pounds with (either full breed or mixed breed) Doberman Pinscher, Pit Bull and Rottweiler specifically prohibited and reasonable quantities of other pets such as small caged birds (parakeets, canaries), fish and small caged animals (hamsters, gerbils, guinea pigs), and (ii) does not charge pet fees in excess of any pet fees charged by NYCHA for its residents. All pets must be maintained in accordance with the NYC Health Code and the House Rules. The PACT Partner does not waive the right to deny or object to any other pet belonging to Tenant or any other Tenant.

b. If Tenant has a dog or cat legally registered with NYCHA or reasonable quantities of other pets such as small caged birds (such as parakeets, canaries), fish and small caged animals (such as hamsters, gerbils, guinea pigs) as of the date of the conversion of the Development, Tenant shall be permitted to keep such dog or cat or other animals on the Leased Premises.

c. Assistance Animals: An assistance animal must be registered with the PACT Property Manager before bringing it into the Leased Premises, and documentation setting forth the need for an assistance animal may be required.

d. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and Lease.

**21. SMOKE AND CARBON MONOXIDE ALARMS:** Tenant acknowledges that the Leased Premises being rented has smoke and carbon monoxide alarm(s) in proper working order as required by law.

# Revisión del Contrato de Arrendamiento PACT

Approved - PACT Lease  
(as of 1/6/2023)

## CONTRATO DE ARRENDAMIENTO PACT PÁGINA 12: POLÍTICAS SOBRE FUMAR

La página 12 del contrato de arrendamiento PACT incluye información respecto a las Políticas sobre Fumar:

- En el año 2018, la NYCHA comenzó su Iniciativa Libre de Humo para crear hogares más saludables para los residentes y ambientes de trabajo para los empleados al reducir la exposición de segunda mano al humo y proveer apoyo a los residentes que fuman y desean dejar de hacerlo.
- Estamos completamente comprometidos con esta iniciativa. Wilson Houses tendrá una Política Libre de Humo.
- Esto significa que fumar (cigarros, cigarros electrónicos, pipas, marihuana, etc.) está prohibido en todas las viviendas, áreas comunes, y terrenos.

is not required to reimburse NYCHA for undercharges caused solely by NYCHA's failure to follow HUD's procedures for computing contract rent or monthly housing assistance payments.

**48. ENTIRE AGREEMENT:** The PACT Partner and Tenant have read this Lease and agree that it and the Riders set forth below contain the entire understanding of the parties regarding the rental of the subject Leased Premises. The Lease can only be changed in writing. The writing must be signed by both the PACT Partner and Tenant.

**49. RIDERS:** The following Riders are attached to and are part of this lease:

- a. Window Guard Notice;
- b. Lead-Based Paint Development Disclosure Summary
- c. Lead Paint Hazards in the Home (Sp. and Eng.)
- d. Lease/Commencement Occupancy Notice for Prevention of Lead-Based Paint Hazards Regarding Child;
- e. PACT Residential Lease Rider;
- f. PACT Residential Lease Rider for Tenant-Based Section 8 Participants (check here if applicable \_\_\_\_);
- g. Rider for Tax-Exempt Bond Financing (check here if applicable \_\_\_\_);
- h. Tenancy Addendum – Section 8 Project Based Voucher Program HUD-52530-c (check here if applicable \_\_\_\_);
- i. Tenancy Addendum – Section 8 Tenant Based Voucher Program HUD-52641-a (check here if applicable \_\_\_\_);
- j. Rental Calculation Election Form (check here if applicable \_\_\_\_);
- k. Indoor Allergens Hazards Form; and
- l. Appliance Agreement (check here if applicable \_\_\_\_)

To the extent any provisions of the Riders conflict with any other provisions in the Lease, the provisions of the Riders shall prevail. Any other terms in the Lease not in conflict with the provisions of the Riders remain in full force and effect.

**50. SEVERABILITY:** In the event that any provision of this Lease shall violate any requirement of law, then such provision shall be deemed void, the applicable provision of law shall be deemed substituted, and all other provisions of this Lease shall remain in full force and effect.

**51. SPRINKLER SYSTEM.** The Leased Premises do not have a maintained and operative sprinkler system unless indicated below:

The Leased Premises have a maintained and operative sprinkler system. The last date of maintenance and inspection was: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.

### 52. SMOKING POLICY:

The PACT Partner has adopted a Smoke-Free Policy prohibiting tobacco and marijuana smoking in restricted areas. Smoking means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe (hookah), or any similar form of lighted object or device containing tobacco or marijuana. Restricted areas include, but are not limited to, the Leased Premises and all interior areas of the Development, or to the property boundary where that boundary is less than 25 feet from the property line of a development building. The Tenant, any member of the household, a guest, or another person under the Tenant's control must comply with the Smoke-Free Policy. The PACT Partner's adoption of the requirements in this paragraph 52 does not make the PACT Partner a guarantor of the Tenant's or any other resident's health or of the smoke-free condition of restricted areas. PACT Partner specifically disclaims any implied or express warranties that the Leased Premises will have higher or improved air quality or will be free from secondhand smoke. PACT Partner will take reasonable steps to enforce the requirements of this paragraph 52 utilizing a graduated enforcement policy, to be consistent with NYCHA's Smoke-Free Policy.

### 53. ELECTRONIC SIGNATURE.

a. Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal [Electronic Signatures in Global and National Commerce Act](#), the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

b. The PACT Partner, Managing Agent and Tenant each acknowledge and agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation,

# Cita para firma de contrato de arrendamiento

Las firmas de contratos de arrendamiento se realizarán mediante citas. Se notificará a los residentes de las citas al menos dos semanas antes de la fecha de su cita. Los avisos incluirán una lista detallada de todos los documentos requeridos necesarios en el momento de su cita.

Shinda Management mantendrá una comunicación abierta con los residentes a lo largo de este proceso y abordará preguntas e inquietudes.

Los Residentes deberán notificar a Shinda si requieren una visita guiada para firmar su contrato de arrendamiento, así como información sobre la solicitud de re-agendar sus citas.

Documentación necesaria para el Firmado del Contrato de Arrendamiento

Durante el firmado del contrato de arrendamiento, los siguientes documentos serán requeridos:

- Documento de identidad expedido por el gobierno con fotografía del Jefe de Familia y/o el Co-Jefe de Familia, así como para todos los residentes que sean mayores de 18 años.
- Ejemplos incluyen la Licencia de Conducir, Licencia de No-Conductores, Permiso, Pasaporte
- Solicitud de adaptaciones razonables

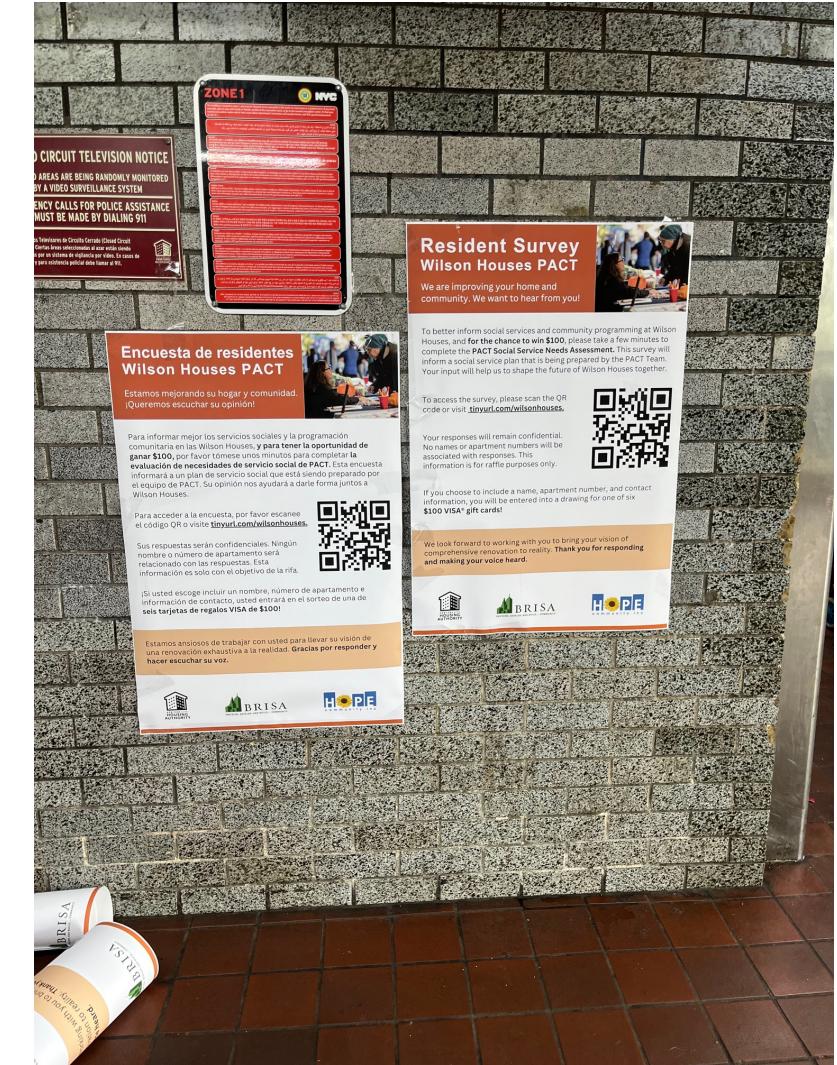
# Siguiente: Encuesta para renovaciones interiores de apartamentos y espacios comunes

En las próximas semanas, se distribuirá una encuesta para recoger las opiniones de los residentes sobre:

- Diseños de gabinetes de cocina, salpicaderos, encimeras y esquemas de color.
- Características del baño, tipos de suelo, azulejos de pared y esquemas de color.

Utilizaremos sus comentarios de la encuesta para ayudarle a elegir los acabados de sus cocinas y baños.

La encuesta puede completarse en papel y llevarse a una próxima reunión de residentes PACT, o puede completarla en línea.



06.

## PREGUNTAS Y RESPUESTAS



# Contáctenos

Póngase en contacto con el equipo de divulgación de PACT si tiene alguna pregunta:

**CORREO ELECTRÓNICO:** WilsonHousesPACT@gmail.com

**TELÉFONO:** 917-924-2746

Comuníquese con NYCHA PACT si tiene preguntas sobre la Sección 8 basada en proyectos o el programa PACT:

**CORREO ELECTRÓNICO:** PACT@NYCHA.NYC.GOV

**TELÉFONO:** 212-306-4036

Para obtener ayuda con problemas de administración y reparación, comuníquese con el Centro de atención al cliente (CCC) de NYCHA

**TELÉFONO:** 718-707-7771

Para obtener información sobre reuniones futuras, cronogramas de inspección actualizados y oportunidades de participación de los residentes, escanee el código QR o visite [www.WilsonHousesPACT.com](http://www.WilsonHousesPACT.com)



# ¡GRACIAS!

Wilson Houses PACT Partners está entusiasmado y ansioso por trabajar junto con los residentes para llevar su visión de renovación integral del concepto a la realidad. ¡Gracias por la oportunidad!

