



# ANNUAL RENEWABLE LEASE HOUSING AUTHORITY OF THE TOWN OF LEDYARD, CT.

## Kings Corner Manor

This Lease Agreement (hereinafter referred to as "Lease") is made this XX day of MONTH, YEAR, by and between THE HOUSING AUTHORITY OF THE TOWN OF LEDYARD, (hereinafter referred to as "Owner"), and TENANT NAME, (hereinafter referred to as "Tenant").

1. PREMISES. In consideration of the payment by Tenant of the rental payments required to be paid hereunder as and when the same shall become due and the performance of all other covenants and conditions to be kept, performed, and observed by Tenant under this Lease and attached addendums executed simultaneously and incorporated herein, Owner hereby leases the following Premises to Tenant:

Location: ADDRESS OF APARTMENT

2. TERM. The term of this Lease shall commence on MM/DD/YYYY and shall expire on MM/DD/YYY. This lease shall be automatically renewed annually pending an annual income recertification until terminated as hereinafter described. Either party may terminate this Lease by giving the other thirty (30) days' written notice prior to expiration of the term.

3. PRO-RATA RENT. It is further understood and agreed that the Lessee is taking possession of Apartment on MM/DD/YYYY and shall pay the sum of TOTAL DOLLAR AMOUNT 00/100 Dollars (\$XXX.XX) as pro-rata Rent for the period MM/DD/YYYY through MM/DD/YYYY. Thereafter Rent in the amount of TOTAL DOLLAR AMOUNT Dollars (\$XXX.XX) will be due and payable on the FIRST day of each month. Owner reserves the right to require that all rental payments be made by certified check or money order only.

**THIS IS A LEGAL BINDING DOCUMENT, READ ENTIRE CONTRACT AND ADDENDUMS BEFORE SIGNING.**

THE HOUSING AUTHORITY OF THE TOWN OF LEDYARD, CT.

BY:	_____	_____
	Owner Representative, Ledyard Housing Authority	Date
	_____	_____
	Tenant	Date
	_____	_____
	Tenant	Date

4. TENANT QUALIFICATIONS. It is understood by the Tenant and any person signing on behalf of the Tenant that the requirements to sign this Lease are:

- That the Tenant qualifies as a low-income senior, age 62 or older, or is an adult who has been certified by the Social Security Board as being totally disabled under the Federal Social Security Act or certified by any other federal board or agency as being totally disabled.



- b. That the Tenant must document his or her gross annual income and assets prior to signing this Lease and must re-document annually by providing documentation requested by Owner such as but not limited to SSA or SSI records, documentation of assets, payroll records, and income tax records.
  - c. The Tenant's gross annual income may not exceed the max income limits as adjusted for family size, as published annually and determined by the Department of Housing and Urban Development at the time of initial occupancy.
  - d. The Tenant by signing this Lease certifies that the above requirements have been met.
5. APPLICATION. If any information given by Tenant in Tenant's application or verification is false, incomplete or misleading, it shall be a default by Tenant under this Lease, and Owner will terminate this lease and commence an eviction action.
6. MOVE-IN-DATE. **The move-in date is/was MM/DD/YYYY.** Tenant's possession of the Premises prior to the term of this Lease as defined in subsection 2 above, shall in no way affect the term of this Lease.
7. OCCUPANCY. Only those person(s) whose names appear on the face of this Lease may occupy the Premises. If Tenant will be absent for more than seven (7) consecutive days, Tenant must notify Owner. Guests who remain within the premises for a period in excess of forty-eight (48) hours should register with the Management Office. Tenant agrees not to permit guests, friends or relatives to remain more than fourteen (14) days in the Apartment without prior written permission. Tenant will restrict guests and visitors to a reasonable number, frequency and times.
8. SECURITY DEPOSIT. Upon signing this Lease, Tenant shall deposit with Owner the total sum of \$400 as a Security Deposit to be held by Owner as security for the performance of this Lease, including the payment of Tenant's rent, late charges, key charges, utilities, cable, if applicable, and for damage occasioned to the Premises. The Owner may, but shall not be obligated to, apply all or any part of the security deposit to the cost of curing any default by the Tenant, or to fulfill Tenant's obligations hereunder. In the event of such application of the security deposit, the Tenant shall, upon notice hereof, immediately restore the security deposit to its original amount.
9. LATE FEES. All rent is due and payable on the first day of the month to the Ledyard Housing Authority. A late fee of \$25.00 will be assessed for any rental payment received after the tenth (10<sup>th</sup>) day of the month. Partial rent payments are accepted, but if the balance is received after the tenth (10<sup>th</sup>), it is subject to the \$25.00 late fee. If Tenant's checks are returned for insufficient funds Tenant will be responsible for a \$25.00 fee related to the returned check. After two checks have been returned for insufficient funds, Owner will not accept Tenant's personal check and rent will have to be paid with a money order or certified check. Cash will only be accepted with Ledyard Housing Authority prior approval.
10. RECEIPT OF MONIES BY OWNER. Tenant and Owner hereby agree that all monies received by the Owner or his agents shall be first applied to any and all charges due other than rent and the balance of any monies received shall be applied toward rent due.
11. CHRONIC LATE PAYMENT OF RENT. Notwithstanding above, the Owner may terminate this lease if Tenant is chronically late with rent payments. Chronic late payment is defined as accruing three (3) late fees within any twelve (12) month period.
12. PET DEPOSIT. Should a Tenant desire to bring a pet into the Premises, in addition to the rent and the Security Deposit provided for herein, Tenant agrees to pay a Pet Deposit of \$100.00. This fee shall be payable upon the signing of this lease if the pet is to be kept in or about the Premises at the beginning of Tenant's occupancy of the Premises. If Tenant brings a pet into the Premises after the initial occupancy of the Premises the Tenant shall pay the Pet Deposit prior to bringing the animal into the Premises. An executed "Pet Agreement" Lease Addendum is required to maintain a pet on the premises. Limitations on pets are as follows: One (1) common indoor house cat is allowed per household. Two (2) birds of small common household type are allowed per household. Fish, tropical/goldfish that can be restrained in one tank with a capacity not to exceed 10 gallons allowed per household. No dogs allowed. Tenant shall take adequate precautions to eliminate any pet odor within the apartment and maintain sanitary conditions at all times. Tenants must be able to take care of the pet, if it is determined that adequate care is no longer possible the owner must

relinquish the right to keep the pet or move out of the apartment. If any insect manifestations in the pet owner's apartment or an adjacent apartment occur the pet owner will bear all financial responsibility to correct the issue. At the time of occupancy, management should be advised about your cat, bird or fish. Your cat must be spayed/neutered and have rabies' shots and any required vaccinations at the time of occupancy with proof provided. This also applies to existing tenants who get a new cat during occupancy. The pet owner will be informed in writing of alleged violation of the Pet Policy and given 30 days to correct the violation. Visiting pets must be leashed; waste disposed of appropriately and may not stay overnight.

13. UTILITIES. Tenant agrees to pay utility charges (including utility deposit) assessed by utility companies in connection with the use of all utility services provided to the Premises for the period of occupancy of the Premises. Water is provided. Tenant is required to maintain utilities at the Premises.

To the extent Tenant is responsible for payment of certain utilities, Tenant shall be responsible for the notification of appropriate utility companies on or before move-in for the purpose of having utilities turned on. Tenant's failure to notify the appropriate utility companies within three (3) days of move-in will result in Owner assessing as additional rent pro rata utility charges for the Tenant's portion of the period from move-in until such time as utilities are activated, together with the reasonable cost for determining such assessment.

The Owner provides access to cable and internet to the property via Xfinity/Comcast (800)266-2278. If the Tenant desires cable or internet in the Premises, it is the responsibility of the Tenant to contact Xfinity/Comcast for set up.

Owner shall furnish and install light bulbs and tubes of prescribed wattage for light fixtures located in the Premises; light bulbs for personal light fixtures are not provided.

14. SAFETY FEATURES. Owner has furnished smoke detectors and call for aid switches that are connected to the local fire department. Tenant is prohibited from disconnecting smoke detectors and call for aid switches and Tenant is liable to Owner for any losses, damages, or injuries which should arise due to disabling or damaging such systems. Owner is not liable for losses, damages or injuries caused by Tenant disabling, damaging, or failure to immediately report malfunction of smoke detectors or call for aid switches. Tenant must immediately report any malfunctions to Owner in writing.

Owner does not provide any security devices or security mechanisms for the purpose of protecting the Tenants; such services or mechanisms are provided solely for the protection of the Owner's property and not for the protection of any Tenants.

15. REPAIR AND MAINTENANCE. Tenant has examined and accepted the premises. Within 72 hours after move-in, Tenant shall report in writing any defects or damages to the Owner. Defects and damages not reported to Owner shall be presumed to have first occurred during Tenant's occupancy of the Premises. Tenant shall use reasonable diligence in the care of the Premises and shall maintain the Premises in a clean, sanitary and free of pests and to report the presence of the same immediately upon discovery to the Housing Authority. Do not accumulate papers, rags, boxes, etc. in your apartment. This is a fire hazard. The Ledyard Housing Authority inspects apartments annually but may inspect more often with a minimum of 48-hour notice.

Tenant must use plumbing fixtures and facilities, electrical systems and other mechanical systems and appliances in the manner designed. Any damage to the Premises caused by Tenant or Tenant's guests will be corrected, repaired or replaced at Tenant's expense immediately upon presentation of a statement of repair costs by the Owner.

Tenant acknowledges that the Premises is located in a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the Premises to retard or prevent the growth of mold and mildew. Tenant agrees to be responsible for properly ventilating and dehumidifying the Premises and the contents to retard and prevent mold and mildew and the Owner or its agents shall not be liable for any damage to the Premises or personal property of the Tenant or for any bodily injury caused by mold and mildew.

Tenant must immediately notify Owner of any needed maintenance or repair in writing. Tenant must notify Owner of any water damage within twelve hours of damage.

If damages are such that occupancy can be continued, Owner shall make repairs as needed with reasonable promptness and rents shall not abate during the period of such repairs. If, in Owner's opinion, the Premises are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided in this lease will abate during the period of time when the Premises are not fit for occupancy, but in all other respects the terms and provisions hereto shall continue. In the event that the Premises are so damaged or destroyed as to be, in the sole opinion of the Owner, incapable of being satisfactorily repaired, then at the option of Owner, (i) this lease shall terminate and Tenant shall be liable only for rental payments up to the date of such damage or destruction; or (ii) Tenant may be offered a comparable apartment if one is available at that time for the remaining term of this lease.

16. FIRE HAZARDS. The Tenant will not allow any explosives, gasoline, fireworks or other combustible materials to be kept on Premises or permit or do anything, which would increase the rate of insurance upon the Premises.
17. USE OF FACILITIES. Owner sets aside a part of the building and grounds for laundry, parking and recreational facilities for the convenience of the Tenants. Tenants may, at Tenant's sole risk, use said facilities. Tenant assumes all risks of loss or damage to articles or things while in transit to and from said facilities, including any injuries suffered by the Tenant and Tenant's guests. Tenant shall keep or cause to be kept all doors leading from and to the community building closed at all times when not in use. Tenant will not prop open exterior doors or otherwise interfere with or disable, in any manner, any locking device on any exterior door.

All persons shall be properly attired when appearing in the common areas, patios, and any other public spaces in the community, shirts and shoes are required.

18. AUTOMOBILES. Tenants are allowed to have one (1) vehicle parked on the Premises. Tenant must register with the Owner any automobile parked on the Premises. Automobiles must have current license plates, be registered, be insured and be in proper operating condition. Any vehicle located on the property which is not in proper operating condition, will be towed away at the Owners own risk and expense and without prior notice. One (1) additional vehicle, properly registered and insured may be kept with prior permission from the Housing Authority.
19. ALTERATIONS. No holes shall be drilled into walls, woodwork, or floors and no antenna installations, direct satellite systems, additional cable outlets or stringing of wires, or alarm systems, or change of locks or additional locks shall be permitted except by Owner's prior written consent. Tenant will not place or install contact mirrors or contact paper in or on any part of the Premises. Tenant will not remove Owner's fixtures, furniture, and/or furnishings from the Premises for any purpose. Tenant shall be responsible for expenses incurred to repair or replace.
20. ASSIGNMENT OR SUBLETTING. Tenant may not assign this lease or sublet all or part of the Premises.
21. MOVE-OUT NOTICE. Tenant may cancel Tenant's obligation under this Lease by delivering to Owner in writing a notice of Tenant's intention to cancel this Lease by:
  - a. Giving Owner thirty (30) days written notice; and
  - b. Payment of all monies due through the date of termination of this lease.

Tenant's move-out notice will not terminate the lease sooner than the end of the lease term or renewal period. Verbal move-out notice is not sufficient. If Tenant fails to give thirty (30) days written notice or if Tenant moves out without rent being paid in full for the entire lease term or renewal period, Tenant will be liable for all unpaid rent plus an additional cost of breaching the lease in the amount of two (2) full month's rent.

22. NON-PERFORMANCE OR DEFAULT BY TENANT. If Tenant fails to pay rent immediately as required, or if Tenant or an occupant of the Premises engages in criminal activity in or on the Premises, or otherwise or if Tenant fails to comply with any term, condition, obligation, or agreement in this Lease, or the Addendums, or if the representations contained in Tenant's Lease application are incorrect, misleading or untrue, then Owner, may either give Tenant notice to correct such breach or, in the alternative, take immediate action to terminate Tenant's lease in accordance with state law. If Owner elects to give such notice and such violation is not promptly corrected by Tenant in accordance with state law, this Lease will be terminated and Owner will effect Tenant's removal as provided by state law. In any case, Tenant will

be responsible for paying attorney's fees and court costs for the enforcement of this lease, including but not limited to collections for unpaid rent and eviction. If, after Owner notifies Tenant, Tenant fails to pay any unpaid rents or unpaid damages, Owner may report such unpaid charges to the local credit bureau for recordation in Tenant's credit record.

23. DRUG ACTIVITY. Tenant shall not allow or permit controlled dangerous substances (ILLEGAL DRUGS) except those obtained by legal prescriptions, to be on or in the Premises or on the common areas of the building. With respect to this paragraph, Tenant assumes full responsibility for the actions for guests and agrees that Tenant's lack of consent or lack of knowledge of drug possession or activity on behalf of guests while on the Premises shall not constitute a defense to the breach of this paragraph. Nonsmoking will include: tobacco cigarettes, smoking of marijuana, vaping, pipes, cigars, and chewing tobacco.
24. REMEDIES. If Tenant fails to comply with or breach this lease or relevant law, Owner will terminate the lease.
25. FAILURE TO VACATE AFTER NOTICE. If Tenant gives notice to vacate the Premises and fails to completely vacate prior to the expiration of the notice, Tenant shall pay for each day Tenant remains in the Premises, unless prohibited by law, a sum equal to two (2) times the daily market rate for the premises, or the maximum sum as provided for by state law, whichever is less. The daily market rate for the premises shall be calculated by dividing the monthly market rate rent by the number of days in the applicable month.
26. HOLDING OVER. If Tenant fails to deliver all keys and vacate the premises on or before the termination of this Lease, Tenant shall pay for the period of holdover a sum equal to two (2) times the daily market rate for the premises, or the maximum sum as provided for by state law, whichever is less. The daily market rate for the premises shall be calculated by dividing the monthly market rate rent by the number of days in the applicable month.
27. RULES AND REGULATIONS. Tenant and Tenant's guests shall obey all laws and ordinances applicable to the Premises and to engage in no activities in or on the Premises of an illegal nature, purpose or intent. Tenant further agrees that his/her guests shall never be disorderly, boisterous, or unlawful and shall not disturb the rights, comforts and conveniences of other Tenants of the Premises or neighborhood. The Tenant Rules and Regulations Handbook, as revised, is made a part of this lease.
28. REIMBURSEMENT BY TENANT. Except for those conditions caused by the negligence of the Owner or an act of God, Tenant has the duty to pay for repair of the following conditions, among other conditions, that may occur during an initial lease term, renewal term or extension term: (1) damage from wastewater stoppages caused by foreign or improper objects in lines that serve Tenant's dwelling; (2) damage to doors, windows, screens; (3) damage from windows or doors left open; and (4) damage caused by smoke. Such reimbursement shall be due immediately upon demand by Owner. Owner's failure or delay in demanding damage reimbursements, late-payment charges, returned check charges, or other sums due from Tenant, shall not be deemed a waiver thereof, and Owner may demand same at any time, including upon move-out.
29. OWNERS LIABILITY. Owner shall not be liable to Tenant, or Tenant's agents, invitees, or employees, for any damages or losses to person or property caused by other Tenants or persons on the Premises. Tenant agrees to indemnify and hold Owner harmless from and against any and all claims for damages to property or person arising from Tenant's use of the Premises, or from any activity, or work done, permitted or suffered by Tenant in or about the Premises. Owner shall not be liable for personal injury or damage or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms or other causes whatsoever, unless the same is due to the negligence of Owner.
30. RENTER'S INSURANCE. It shall be the option of the Tenant to obtain and maintain a Renter's insurance policy, which provides public liability coverage and also provides for the protection of Tenant's personal property. The Housing Authority strongly encourages tenant to obtain renter's insurance.
31. RIGHT OF ENTRY. The Owner may enter the Premises (a) in the case of an emergency; (b) to make necessary or agreed repairs, decorations, alterations or improvements, or for preventative maintenance, pest control, inspection or to supply necessary or agreed services; (c) to exhibit the Premises to prospective Tenants or, workmen and contractors; (d) to exhibit the premises for purposes of promoting the housing program; (e) when the Tenant has abandoned or

surrendered the Premises or to determine if Tenant has abandoned the Premises; or (f) pursuant to court order. Any such entry by Owner shall be after the Owner has given Tenant reasonable notice of intent to enter as defined by applicable local or state law, with entrance during normal operating hours except in the case of an emergency.

32. OWNER'S OBLIGATIONS. Owner agrees to maintain the Premises to comply with the requirements of applicable building, housing and health codes, to make all reasonable repairs (subject to notification by Tenant in writing of the need for such repairs and Tenant's obligation to pay for damages caused by Tenant, or Tenant's guests, invitees or employees), and to comply with all applicable state and local laws. Notwithstanding the foregoing, Owner is not responsible to Tenant for conditions created or caused by the wrongful or negligent act or omission of Tenant, Tenant's agents, invitees, employees, or any other Tenants. Unless authorized by state law, Tenant has no right to abate, withhold, or escrow rental payments.
33. GENERAL. No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Tenant and the agent for the Owner. In the event of more than one Tenant, each Tenant is jointly and severally liable for each provision of this Lease. Each Tenant states that he or she is of legal age to enter into a binding Lease for housing. Any member of Tenant's family, guest or a former occupant who has permanently moved out, is (at Owner's option) no longer entitled to occupancy or keys. All obligations hereunder are to be performed in the county and state where the Premises is located.
34. SEVERABILITY. If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and to be legal, valid and enforceable.
35. TENANT REPRESENTATIVE. The Tenant hereby designates (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_ (Phone#) \_\_\_\_\_  
as his/her personal representative and authorizes said designee to vacate the leased premises in the event the Tenant becomes ill, incapacitated or disabled for a period of not less than one (1) month or becomes deceased, and the Tenant agrees that all charges in connection with the storage and removal of his/her property be paid by his/her personal representative or his/her estate.
36. COUNTERPARTS. This lease is executed in multiple counterparts, with one copy to be furnished to Tenant and the other copy to be retained by Owner.
37. ADDITIONAL AGREEMENTS. By signing this Lease Tenant acknowledges receipt of the additional agreements attached as addendums listed below and that, except as modified by this lease or an addendum to this lease, Tenant agrees to abide by the policies outlined in each, which policies may be reasonably modified and/or changed at the option of the Owner, and shall be in writing and distributed to all Tenants and will become part of this lease.

- Addendum A – Mold/Mildew Agreement
- Addendum B – Smoke-Free Housing Agreement
- Addendum C – Smoke Detector, Carbon Monoxide, Fire Sprinkler
- Addendum D – Pet Agreement

Apartment Key	_____	_____	If key is not returned \$100 fee
Community Room Key	_____	_____	If key not returned \$5 fee
Mailbox Key	_____	_____	If key is not returned \$25 fee

## Addendum A – Mold/Mildew Agreement

THIS ADDENDUM IS HEREBY ATTACHED TO AND PART OF THE RESIDENTIAL LEASE DATED AND SIGNED BY THE UNDERSIGNED PARTIES.

**Mold.** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

**Climate Control.** Tenant(s) agree to use all air-conditioning and heating systems in a reasonable manner. OWNER RECOMMENDS THAT AIR CONDITIONING BE SET AT OR BELOW 74 DEGREES.

**Tenant(s) agree to:**

1. Take measures to reduce moisture in the premises. The following is a list of ways to help reduce moisture in a home:
  - a. Use exhaust fans while bathing/showering and leave on for 20 minutes after the bath/shower is complete to remove moisture from the air.
  - b. Wipe down bathroom after bathing/showering to reduce standing water.
  - c. Leave bathroom door and shower curtain open after use to allow the air to flow. Use ceiling fans, if present, to promote air flow.
  - d. Keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only.
  - e. Do not “hang-dry” clothes indoors, as this will increase moisture in the home.
  - f. Regularly empty dehumidifier (if used).

**Tenant(s) will report in writing:**

1. Visible or suspected mold or mildew, including discoloration of walls, baseboards, doors, window frames, ceilings.
2. Leaky faucets, tubs, and toilets; and loose, missing or failing grout or caulk around tubs, toilets, showers or sinks.
3. Moisture dripping from A/C units.
4. All A/C or heating problems.

**Violation of this Addendum.** If Tenant(s) fail to comply with this Addendum, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner of any mold, mildew or moisture problems immediately in writing. Violation shall be deemed a material violation under the terms of the lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against Tenant(s) at law or in equity and Tenant(s) shall be liable to Owner for damages sustained to the leased Premises. Tenant(s) shall hold Owner harmless for damage or injury to person or property as a result of Tenant(s) failure to comply with the terms of this addendum.

HOUSING AUTHORITY OF THE TOWN OF LEDYARD, CT.

\_\_\_\_\_  
Owner Representative, Ledyard Housing Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

## **Addendum B – Smoke-Free Housing Policy Lease Addendum**

Tenants and all members of Tenant’s household are parties to a written Lease Agreement with the Ledyard Housing Authority (henceforth known as the Housing Authority). The Addendum states the following additional terms, conditions, and rules are incorporated into the Lease Agreement and supersedes previous versions of the Smoke-Free Housing Policy and any language contrary in the Lease Agreement.

### **1. Purpose of Policy.**

This smoke-free policy is intended to benefit the Housing Authority and all of its tenants, visitors, and staff by mitigating:

- (A) The irritation and known adverse health effects of secondhand smoke;
- (B) The increased maintenance, cleaning, and redecorating costs from smoking;
- (C) The increased risk of fire from smoking; and
- (D) The higher costs of fire insurance for a non-smoke free building.

### **2. Definitions.**

“Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

“Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

### **3. All Buildings To Be Smoke-Free.**

All buildings and grounds will be smoke free effective August 1, 2023. Smoking is prohibited in all apartments, including any associated decks or patios, apartment entryways including, but not limited to: bedroom, hallway, kitchens bathroom, and in the common areas of the Housing Authority buildings including but not limited to: community room, community bathroom, lobby, laundry room, office, maintenance room, shed and gazebo.

### **4. Smoking on Grounds of the Housing Authority.**

Smoking is prohibited anywhere on the grounds, entryways, patios, and yards or on the grounds adjoining housing and office buildings effective August 1, 2023.

### **5. Applicability of Policy.**

This Policy is applicable to all Tenants, Housing Authority employees, visitors, contractors, volunteers, and vendors.

### **6. Responsibilities of Tenants.**

Tenants shall inform their guests and visitors of the smoke-free policy. Further, a Tenant shall promptly give the Housing Authority a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant’s apartment from sources outside the Tenant’s apartment.

### **7. Housing Authority to Promote Smoke-Free Policy.**

The Housing Authority shall post no-smoking signs in conspicuous places on the grounds and administrative office buildings. In addition, the Housing Authority shall provide copies of this Policy to all Tenants and prospective Tenants.

### **8. Other Tenants are Third-Party Beneficiaries of the Policy.**

Tenant agrees that the other Tenants on the Premises are third-party beneficiaries of the Smoke-Free Housing Policy. A Tenant may bring legal action against another Tenant related to this smoke-free policy, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this Policy shall not create a presumption that the Housing Authority breached the Lease.



**9. Violations of Policy.**

A violation of this smoke-free Policy shall be considered a material breach of the Tenant’s Lease and grounds for enforcement actions, including eviction, by the Housing Authority. A Tenant who violates the Policy shall also be liable to the Housing Authority for the costs of repair to the Tenant’s apartment due to damage from smoke odors or residue.

**10. Housing Authority Not Guarantor of Smoke-Free Environment.**

The Housing Authority’s adoption of this smoke-free Policy does not make the Housing Authority or any of its officers, employees, or agents, the guarantor of the health of any Tenant or of the smoke-free condition of the portions of its properties in which smoking is prohibited under the Policy. However, the Housing Authority will take reasonable steps to enforce the Policy. The Housing Authority is not required to take steps in response to smoking in violation of this Policy unless the Housing Authority either has actual knowledge of the smoking and the identity of the responsible Tenant or has been given written notice of the smoking.

**11. Housing Authority Disclaimer.**

The Housing Authority’s adoption of this smoke-free Policy does not in any way change the standard of care that the Housing Authority would have to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or tenants’ premises will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke or vapor. The Housing Authority’s ability to police, monitor, or enforce the provisions of this Policy is dependent in significant part on voluntary compliance by tenants and their guests/visitors. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this Policy than any other Housing Authority obligation under the Tenants’ Lease Agreement. Action will be taken for non-compliance.

**12. Effect on Tenants.**

Tenant acknowledges that the Housing Authority retains the right to install devices that have the ability to detect cigar, cigarette or any other tobacco product in any apartment where the tenant is or may be suspected of smoking. Additionally, the Housing Authority has the right to conduct inspections and assessments of apartments with proper notice to the Tenant. Failure to adhere to the Smoke-Free Housing Policy is cause for further legal proceedings up to and including eviction.

**13. Waivers.**

There will be no waivers.

I have read and been informed about the content of the Smoke-Free Housing Policy Lease Addendum for tenants at Ledyard Housing Authority and I have received a copy of the policy. I understand that if I have questions, at any time, regarding the Smoke-Free Housing Policy Lease Addendum, I can contact the office of the Ledyard Housing Authority.

\_\_\_\_\_  
Owner Representative, Ledyard Housing Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

## Addendum C – Smoke Detector, Carbon Monoxide & Fire Sprinkler

In accordance with Connecticut General Statute’s 47a-3f:

This letter is to inform you that your apartment is **NOT** equipped with an automatic fire suppression system.

The Smoke Detector, Carbon Monoxide, Fire Sprinkler Lease Addendum is attached and made part of the Lease Agreement by and between Ledyard Housing Authority and **TENANT NAME** at the premises 60 Kings Hwy Apt **XX**, Gales Ferry, CT 06335 in the Kings Corner Manor apartments.

The tenant understands that the owner’s property insurance does not include or extend to the tenant, tenant’s personal property, or tenant’s guests. Therefore, the owner recommends that the tenant obtain his/her own renter’s insurance coverage against all risk to personal harm and property damage.

1. Acknowledgement of installation of operating Smoke Detector
  - a. Tenants and Occupants acknowledge that Housing Authority has equipped the premises with a smoke detector hard wired to emergency 911. In case of electric outages, the detector has a battery backup. The tenant does not touch detector, if it beeps for low battery, call for maintenance. If you are a smoker and detector is malfunctioning due to smoking inside the apartment you will be billed for a new detector. The cost of the detector is about \$75
2. Acknowledgement of operating Carbon Monoxide Detector
  - a. Tenants and Occupants acknowledge that the Housing Authority has not equipped the premises with an operable Carbon Monoxide Detector.
3. Acknowledgement of operating Fire Sprinkler System
  - a. Tenants and Occupants acknowledge that the Housing Authority has not equipped the premises with an operable Fire Sprinkler System.
4. Acknowledgement of Maintenance Responsibilities
  - a. Tenants and Occupants acknowledge that they are barred from disabling the smoke detector at any time and must promptly report any malfunctions of detector to management.

\_\_\_\_\_  
Owner Representative, Ledyard Housing Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

## Addendum D – Pet Agreement

Pets of any type are not allowed on the Premises at Ledyard Housing Authority (LHA) without the approval of the Owner, a pet vaccination or health certificate (whichever applies), a paid \$100.00 Pet Deposit, and an executed Pet Agreement.

By signing this agreement, the Tenant acknowledges the following:

1. Tenant understands that a pet is a major responsibility. Taking care of the pet in a manner that is consistent with Federal and State laws regarding the humane treatment of animals is mandatory. Owner will contact the appropriate authorities if they become aware of any mistreatment of pets.
2. Tenant agrees to provide proof of vaccination every year at lease signing. Failure to vaccinate pet(s) is a violation of this agreement.
3. The limitations on pets are as follows:
  - a. Cats – one indoor per household and cannot exceed 20 pounds
  - b. Birds – two per household
  - c. Fish – tank limited to a 10-gallon capacity
  - d. Dogs – NO DOGS ALLOWED
4. Tenant will keep the pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet.
5. Should the Tenant fail to comply with any part of this pet agreement, the Owner reserves the right to revoke permission to keep the pet. In such event, the Tenant agrees to permanently remove the pet from the property within 72 hours of receiving written notice from the Owner.
6. Tenant agrees to accept financial responsibility for the entire amount of any damages or injury to persons or property that may occur because of a pet.
7. Tenant understands that violation of these rules may be grounds for removal of the pet and/or termination of the lease agreement.

HOUSING AUTHORITY OF THE TOWN OF LEDYARD, CT.

\_\_\_\_\_  
Owner Representative, Ledyard Housing Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date