

Sample Lease Agreement

Disclaimer

This form is provided for the purposes of showing Section 8 Tenant-Based Assistance Housing Choice Voucher Program provisions and is **not legal advice** and its purpose is not to provide legal advice for Landlords or Tenants, each should seek their own legal advice as each determines necessary.

1. Parties – The parties to this agreement are the Landlord, _____, and the tenant(s) _____.

2. Property – Landlord rents the following to Tenant:
A dwelling located at _____
(Apt. # and Street) City State

3. Terms – Lease shall run from ___/___/___ to ___/___/___ for a total of _____ months. Following the initial term, the lease will be renewed automatically on a month-to-month basis until: (1) termination of the lease by the Owner in accordance with the lease or (2) termination of the lease by the Tenant in accordance with the lease; or (3) by mutual agreement during the term of the lease. Rent payments shall be \$_____ per _____.

All NOTICES shall be in writing and shall be given to the Tenant at the dwelling; all RENTS and all NOTICES, which shall be in writing, shall be giving to the Landlord at:

Landlord's Name: _____

Address: _____

Phone: _____

IN CASE OF EMERGENCY the Tenant shall contact the following:

Name: _____

Address: _____

Phone: _____

Lease Continued

4. Utilities and Appliances – The owner shall provide or pay for the utilities and appliances indicated below by and “O”. The tenant shall provide or pay for the utilities and appliances indicated by a “T”.

Item	Utility Type	Provided By	Paid By
Heating:	Natural Gas		
	Electric		
	Bottle Gas		
	Oil		
Cooking:	Natural Gas		
	Electric		
	Bottle Gas		
	Oil		
Water Heating:	Natural Gas		
	Electric		
	Bottled Gas		
	Oil		
Other Electric	-----		
Air Conditioning	-----		
Water	-----		
Sewer	-----		
Trash Collection	-----		
Refrigerator	-----		
Range	-----		
Microwave	-----		
Other (specify)			

The Landlord must provide the facilities for the provision of heat and hot water.

5. Occupants – No Persons other than those listed below may occupy the premises without the written permission of the Landlord.

Name	Relationship to Tenant

6. Parking – A parking space(s) shall _____, shall not _____ be provided by the Landlord for _____ vehicles.

Lease Continued

THE TENANT AGREES:

7. Use of Property – Tenant shall use the property for residential purposes.
8. Maintaining the Premises – Tenant shall maintain the premises in a neat and clean condition and shall at all time comply with the provisions of Chapter II of the State Sanitary Code of Massachusetts.
9. Alterations – No substantial alteration, addition or improvement shall be made by the Tenant in or to the dwelling unit without written permission of the Landlord. Such permission will not be unreasonably withheld.
10. Noise – Tenant agrees not to allow any excessive noise or other activity which disturbs the peace and quiet of others. The Landlord agrees to prevent other Tenants and other persons in the building from similarly disturbing Tenant's peace and quiet.
11. Subleasing – Tenant shall not assign this agreement or sublet the dwelling unit without the written permission and consent of the Landlord. This paragraph shall not prevent the Tenant from having guests for a reasonably short periods of time.
12. Notice of Need for Repair – Tenant agrees to notify the Landlord promptly of any need for repair on the premises or in the Tenant's dwelling.
13. Pets – Tenant is allowed to keep the following pets: _____.
No other pets may be kept on the premises without the Landlord's written permission.
14. Locks – Tenant may not change locks without notifying Landlord and providing keys to Landlord.
15. Termination – Landlord may terminate this lease upon the breach of any obligation of the Tenant under this lease. In the event that the tenant fail to pay rent when it becomes due, the owner may terminate this lease by giving the Tenant notice of termination in writing at least 14 days prior to the termination date in accordance with Mass. General Laws, Chapter 186, Sec II. In the event that the Tenant breaches any obligation of this lease other than nonpayment of rent, Landlord may terminate this lease by giving Tenants written notice of termination at least 7 days prior to the termination date. Any such notice will specify the reason(s) for the termination. Upon termination of this agreement, Tenant shall vacate the premises, remove all personal property belonging to him, and leave the premises clean (normal wear and tear excepted).

LANDLORD AGREES:

16. Maintenance of Dwelling – The Landlord agrees to maintain the dwelling in a structurally sound condition and to otherwise comply with Chapter II of the State Sanitary Code. Substantial violation of the State Sanitary Code shall constitute grounds for the abatement of rent.
17. Inspection by Landlord – Landlord may not enter the dwelling before the termination date of the lease, except to inspect the premises, to make repairs, or to show the unit to a future Tenant or prospective purchase of the dwelling. Landlord will contact Tenant before entry to arrange a suitable time. Only in an emergency may Landlord enter without prior consent. If such entry is made for an emergency, Tenant shall be notified of the occurrence.
18. Smoke Detectors – Shall be tested and inspected by the Landlord at least every 6 months.
19. Destruction of Premises – If the premises are rendered uninhabitable by fire, flood, or other natural disaster during the term of this lease, the agreement is thereupon terminated.

Lease Continued

- 20. Security Deposit – The Landlord acknowledges receipt of a security deposit in the amount of \$ _____ paid by the Tenant on this date _____. Landlord will hold the security deposit in a separate, interest-bearing account and give the Tenant receipt and notice of the bank and account number. The Landlord will pay interest at the end of each year of the tenancy if the security deposit is held for one year longer from the commencement of the tenancy. The Landlord will give the Tenant separate written statement of present condition of the premises and if the Tenant disagrees with the Landlord’s statement of condition, the Tenant must attach a separate list of any damage existing in the premises and return the stamens to the Landlord. The landlord will return the security deposit, with interest, less lawful deductions as provided in Mass. General Laws, Chapter 186 Sec 15B within thirty days after the end of the tenancy. If the Landlord deducts for damage to the premises, actual or estimated costs of repairs necessary to correct the damage. No amount will be deducted from the security deposit for any damage which was listed in the statement of condition provided by the Landlord or which was listed in the separate list submitted by the Tenant and signed by the Landlord. If the landlord transfers the dwelling unit, the Landlord with transfer the security deposit, with any accrued interest to the Landlord’s successor in inters for the benefit of the Tenant.
- 21. Additional Provisions – Any additional provisions should be attached, initialed, and dated by both parties and become part of this agreement.
- 22. Changes – No changes to this lease shall be made except by written agreement between Landlord and Tenant. This lease and any attachments thereto represents the entire agreement between Landlord and Tenant.
- 23. Severability – If any provision of this lease shall be held unenforceable, it shall not affect the validity of any other remaining provisions of this lease.
- 24. Receipt of Copy of Lease - By signing this lease, Tenant acknowledges receipt of an executed copy of this lease.

Wherefore, we the undersigned, agree to this lease by signing two copies of this lease this date.

Landlord: _____	Date: _____
Tenant: _____	Date: _____
Tenant: _____	Date: _____

TENANCY ADDENDUM

Section 8 Tenant-Based Assistance Housing Choice Voucher Program (To be attached to Tenant Lease)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or re-determined by the PHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.

- (b) Provide and maintain any appliances that are to be provided by the tenant.

Family damage.

d. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the house hold or by a guest.

e. **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner May only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse.**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the house hold is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless

of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent.)

e. **Eviction by court action.** The owner may only evict the tenant by a court action.

f. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

- (2) If there are any changes in lease provisions governing the term of the lease;
- (3) If the family moves to a new unit, even if the unit is in the same building or complex.
 - c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
 - d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or re-determined by the PHA in accordance with HUD requirements.

16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (Alive-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.