

RESIDENTIAL PROPERTY LEASE AGREEMENT
For Use with Tenant Participation in
MCHA HCV Program

This LEASE AGREEMENT (the "Lease") is entered into on _____ (the "Execution Date") to be effective as of _____ (the "Effective Date") by and between _____, (hereinafter referred to as "Owner" or "Lessor") and _____, (hereinafter referred to as "Tenant" or "Lessee").

BACKGROUND

Based upon representations made to the MCHA Section 8 Program by the Tenant/Lessee, including but not limited to representation regarding income and family composition, Owner/Lessor leases to Tenant/Lessee the dwelling unit described below under the terms and conditions outlined in the Lease.

This Lease has been signed by the parties on the condition that the MCHA will promptly execute a Housing Assistance Payment Contract or a Housing Voucher Contract with the Owner/Lessor. Owner/Lessor and Tenant/Lessee acknowledge and understand that this Lease shall become effective only if the McKean County Housing Authority ("MCHA") and Owner or his designated agent signs a Housing Assistance Payments Contract ("HAP Contract") under the Section 8 Housing Choice Voucher Program for this tenancy.

The Owner/Lessor and Tenant/Lessee acknowledge that this Lease is not binding upon MCHA or the determination of Tenant/Lessee's eligibility for Section 8 benefits.

1. INITIAL TERM:

The initial term of this lease shall begin on _____ (the "Effective Date") and end at midnight of _____, 20___. The Lease shall be automatically renewed after the initial term on a

_____ Month to Month OR _____ Year to Year

2. DESCRIPTION OF THE PARTIES AND PREMISES

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable considerations, Owner/Lessor does hereby lease to Tenant/Lessee the premises described as _____ (Address hereinafter "Dwelling

Unit”) located within the community of _____ (City), Pennsylvania, for use by members of Tenant’s household.

Person Residing in Dwelling Unit:

The Tenant agrees to continuously occupy the Dwelling Unit as a place of residence for himself or herself and the members of his or her household. The Tenant agrees that only persons permitted to reside in the Dwelling Unit are those household members listed below. Tenant agrees that the persons listed below shall be considered members of the household and residents of the Dwelling Unit until the Tenant provides Owner with written notice that such persons are no longer members of the household and are, therefore, no longer residents in the Dwelling Unit. The Tenant agrees to obtain the prior written consent of Owner before permitting any additional persons to reside in the Dwelling Unit.

The members of Tenant’ household are:

The name and address of the Manager/Agent for Owner/Lessor is:

3. AMOUNT AND DUE DATE OF RENTAL PAYMENTS AND LATE CHARGES

- A. The monthly rent shall be \$_____. Rent is due and payable in advance of or on the first day of the month and shall be considered delinquent after the _____ day of the month, or the next working day thereafter in the event the due date is a Saturday, Sunday or holiday.
- B. A charge of \$_____ will be made as a penalty for late payments received after the _____ day of the month, or the next working day thereafter in the event the due date is a Saturday, Sunday or holiday, unless Tenant has informed Owner/Manager of good cause for the late rent.

4. RENT INCREASES

Owner/Manager may not increase the monthly rent amount during a lease term. Owner/Manager may increase the monthly rent amount effective as of the end of a lease term, but only if:

- A. Owner/Manager provides Tenant and MCHA at least 60 days prior written notice of the proposed rent increase;
- B. MCHA shall approve the proposed rent increase after determining the rent is reasonable; and
- C. MCHA will submit an addendum to this lease that implements the proposed rent increase.

5. SECURITY DEPOSIT

Tenant agrees to pay \$_____ as a security deposit to be used by Owner/Manager at the termination of this lease toward reimbursement of the cost of repairing any damage (other than ordinary wear and tear) to the dwelling caused by Tenant, members of the household, or persons on the premises with the consent of Tenant or members of the household, and any rent or other charges owed by Tenant. The security deposit may not be used as rent payment while the Tenant/Lessee resides on the premises.

Owner/Lessor agrees to return the security deposit to Tenant/Lessee within thirty days after Tenant vacates, less any deductions for any of the costs indicated above. The security deposit may not be used to pay rent or other charges while Tenant occupies the dwelling. If Tenant provides Owner/Lessor with a forwarding address, Owner/Manager will return the security deposit, less any proper deductions, to that forwarding address.

6. UTILITY SERVICES (T = Tenant; O = Owner/Manager (check one)):

- A. Gas will be supplies by _____T _____O
- B. Electricity will be supplied by _____T _____O
- C. Water will be supplied by _____T _____O
- D. Sewer will be supplied by _____T _____O
- E. Garbage collection supplied by _____T _____O
- F. Other _____T _____O

Tenant agrees to obtain and be directly billed by all utility companies for any services to be supplied by Tenant. Owner/Manager agrees to be directly billed by all utility companies for any service to be supplied by Owner/Manager.

7. APPLIANCES (T = Tenant; O = Owner/Manager (check on)):

- A. The stove/oven for the dwelling unit will be supplied by _____T _____O
- B. The refrigerator will be supplied by _____T _____O
- C. Any additional appliances supplied by Owner _____

D. Any additional appliances supplied by Tenant _____

Tenant agrees to maintain any appliances supplied by Tenant, and Owner/Manager agrees to maintain any appliances supplied by Owner/Manager.

8. OCCUPANCY OF THE DWELLING

Tenant shall have the right to exclusive use and occupancy of the leased premises, which shall include reasonable accommodations of Tenant's guests or visitors. Consent by Owner/Manager is required before any additional persons may occupy the dwelling as a resident.

9. TENANT OBLIGATIONS: Tenant shall be obligated:

- A. To timely pay the monthly rent to the Owner/Manager in the manner set forth in Section 3 of the Lease.
- B. To use the Dwelling Unit solely as a private dwelling for the Tenant and Tenant's household as identified in the Lease and not permit use of the Dwelling Unit for purposes other than as a private dwelling.
- C. Not to assign the Lease, nor to sublet or transfer possession of the Dwelling Unit or any part of it.
- D. Tenant shall not provide accommodations for boarders or lodgers.
- E. The tenant may have temporary visitors. The same visitor may not stay overnight more than four (4) times within any month without written permission from the Owner/Lessor.
- F. To be responsible for the cleanliness and upkeep of the Dwelling Unit and such areas as are assigned to the Tenant for the exclusive use and enjoyment of Tenant, in a clean and safe condition.
- G. Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner.
- H. Keep all plumbing fixtures in the Dwelling Unit as clean as such condition permits.
- I. Use and operate all electrical and plumbing fixtures properly.
- J. Personally refrain from and forbid any other person who is on the premises with his/her permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises.
- K. Conduct him/her and require persons on the premises with his/her consent to conduct themselves in a manner that will not disturb his or her neighbors' peaceful enjoyment of the premises.

- L. Conduct himself/herself and require persons in his/her household and persons on the premises with his/her consent to conduct themselves, in connection with the premises, so as not to violate the prohibitions contained in municipal ordinances that are substantially similar to any section which relate to controlled substances.
- M. To obtain prior approval to maintain any animals or pets on the premises; pets are permitted only with the written consent of the Landlord.
- N. Be responsible for any damage to the premises beyond normal wear and tear due to an animal or pet that is on the premises with the consent of Tenant or a member of the household.
- O. Pay for utilities in a timely manner where such utilities are supplied and billed directly to Tenant by a utility provider.
- P. Notify Owner/Lessor promptly of known need for repairs to the dwelling.
- Q. Tenant shall not remodel or make any structural changes to the premises, nor shall the Tenant attach or remove any fixture or locks without the Owner/Lessor's prior written permission.
- R. Not engage in illegal activity that impairs the physical or social environment of the dwelling.
- S. Tenant shall not unreasonably withhold consent for Owner/Manager to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, deliver parcels that are too large for Tenant's mail facilities, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workmen, or contractors.

10. OWNER/MANAGER OBLIGATIONS: Owner/Manager shall do all of the following:

- A. Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety.
- B. Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.
- C. Keep all common areas of the premises in a safe and sanitary condition.
- D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators, supplied or required to be supplied by him/her.
- E. If the unit leased under this rental agreement is part of a structure that includes four or more dwelling units, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of a dwelling unit, and arrange for their removal.

- F. Supply running water, reasonable amounts of hot water, and reasonable heat at all times.
- G. Not abuse the right of access to the dwelling without prior approval from tenant, i.e. tenant shall not unreasonably withhold consent for the landlord to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, deliver parcels that are too large for the tenant's mail facilities, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
- H. Except in the case of emergency or if it is impracticable to do so, give Tenant reasonable notice of his/her intent to enter and enter only at reasonable times. Twenty-four (24) hours is presumed to be reasonable notice in the absence of evidence of the contract. If an emergency occurs, Owner/Lessor shall, within two (2) days thereafter, notify Tenant in writing of the date, time, purpose and results of such entry.
- I. The Owner/Lessor reserves the right to enter the unit for maintenance, to determine the condition of the unit, and to show the unit to building inspectors, appraisers, prospective buyers, etc., on reasonable notice and at reasonable times. The unit may also be shown to prospective renters after the tenant has given notice to the Owner/Lessor of the intent to vacate.

11. NON-DISCRIMINATION

In accordance with applicable equal opportunity statutes, executive orders, regulations and State and local law, Owner/Manager must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, disability, creed, marital status, or reliance upon public assistance in connection with this lease.

12. TERMINATION OR NON-RENEWAL OF THE LEASE

Tenant/Lessee may elect not to renew this lease without cause at the end of any lease term by giving Owner/Lessor prior notice of not less than 30 days in advance of the proposed termination date. Tenant agrees to return the keys to the Owner/manager when he/she vacates.

During any lease term, Owner/Manager may terminate this lease for any serious tenant violations of the lease by giving Tenant prior notice of not less than 30 days in advance of the proposed termination date or, in the case of criminal activity or non-payment of rent, not less than five days in advance of the proposed termination date. The Owner/Lessor may evict the Tenant from the unit only by instituting a court action. The Owner/Lessor must notify MCHA in

writing of the commencement of the procedures for termination of tenancy, at the same time that Owner/Lessor gives notice to Tenant/Lessee under State or Local law.

Owner/Lessor may elect not to renew this lease without cause at the end of any lease term by giving Tenant prior notice of not less than 30 days in advance of the proposed termination date.

When this lease requires notice by Tenant/Lessee or Owner/Lessor, the notice must be in writing. Tenant's signature and Owner/manager's signature below acknowledge that both have read this Residential Lease, understand it, and agree to abide by the terms of said Lease.

Tenant _____
Print Name

Signature

Date

Address and Telephone Number

Owner/Manager _____
Print Name

Signature

Date

Address and Telephone Number

NOTICE TO TENANT AND LANDLORD

The forgoing Residential Property Lease Agreement is provided as a model lease in accordance with 24 CFR 982.309, which if submitted by the Owner will be approved by MCHA as to form. Owners are not required to use this form of lease, and should consult with their attorneys about the appropriate form of lease for their purposes. Owners or Tenants seeking specific legal advice or assistance should contact an attorney.

If the Owner/Lessor uses a standard lease form for rental to unassisted tenants in the locality or premises, then the owner must use the same lease for Section 9 participants. MCHA Model Lease Agreement Lease may be used if the Owner/Lessor does not use a standard lease form for rental to unassisted tenants.

The MCHA Model Residential Property Lease was drafted as an example of the type of lease agreement that would be accepted as to form and is not intended as legal advice or as a substitute for the particularized advice of an attorney.