

Lease Requirement Guidelines

There are certain requirements that should be incorporated in the lease agreement between the owner and the tenant depending upon the funding source(s) in the development. These guidelines contain both provisions and prohibited clauses in the lease. The lease should also conform with the tenant selection plan.

Lease Provisions

- The lease term must be at least 30 days depending upon the type of housing that is being provided, but should not extend beyond one year. If the term of the lease is less than one year and the development is not providing housing for domestic violence, homeless or is a shelter, the lease must state that the owner and tenant mutually agree upon a shorter term.
- If the owner chooses not to renew a tenant's lease or is terminating the lease, the owner must give the tenant written notice at least 30 days before the tenant must vacate the unit. *(The manager should maintain careful documentation of such actions when a tenant is forced to vacate a unit).*
 - 1) Appropriate reasons for non-renewal include non-payment of rent, illegal activity in the tenant's unit or elsewhere in the grounds of the property, or other serious or repeated violations of the terms and conditions of the written lease.
 - 2) Termination of tenancy must follow applicable state and local laws. Appropriate reasons for termination may include; failure to cooperate in the process of annual income recertification and deliberately providing false information. Utilities are discontinued due to non-payment if they are the responsibility of the tenant. Criminal activity in the unit or on the grounds or other serious or repeated violations of the terms and conditions of the written lease.
- The lease should indicate the security deposit amount and should state that the landlord will hold the security deposit during the period that the tenant occupies the dwelling unit under the lease. *(The manager shall comply with state and local laws regarding interest payments on security deposits).*
 - 1) After the tenant has moved from the dwelling unit, the landlord may, subject to state and local laws, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the tenant under the Lease. The manager will give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the landlord, the landlord shall promptly refund the full amount of the balance to the tenant.

- ❑ The lease should contain what utilities are included in the rent and what utilities will be the responsibility of the tenant.
- ❑ The lease should list household members authorized to live in the dwelling unit. The tenant may not permit other persons to join the household without notifying the project manager and obtaining the manager's permission.
- ❑ The manager shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe and sanitary condition. The management may perform annual unit inspections and will need access to the unit for this purpose. Management must give the tenant at least 48 hours notice.
- ❑ The manager shall not discriminate against the tenant in the provision of services, or in any other manner on the grounds of age, race, color, creed, religion, sex, handicap, national origin or familial status.

Prohibited Lease Provisions

Any provision of the lease which falls within the classifications below, shall not apply and not be enforced by management.

- ❑ Consent by the tenant to be sued, to admit guilt, or to a judgement in favor of the manager in a lawsuit brought in connection with lease.
- ❑ Agreement by the tenant that the manager may take or hold the tenant's property, or may sell such property without notice to the tenant and a court decision on the rights of the parties. This provision does not apply to disposition of personal property left by a tenant who has vacated a unit.
- ❑ Agreement by the tenant not to hold the manager or management agent legally responsible for any action or failure to act, whether intentional or negligent.
- ❑ Agreement by the tenant that the manager may institute a lawsuit without notice to the tenant.
- ❑ Agreement by the tenant that the manager may evict the tenant family (1) without instituting a civil court proceedings in which the family has the opportunity to present a defense, or (2) before a decision by the court on the rights of the parties.
- ❑ Authorization to the manager to waive the tenant's right to a trial by jury.
- ❑ Authorization to the manager to waive the tenant's right to appeal a court decision or waive the tenants right to sue to prevent a judgement from being put into effect.
- ❑ Agreement by the tenant to pay lawyer's fees or other legal costs whenever the manager decides to sue, whether or not the tenant wins.