



TENANT LEASE AGREEMENT
HOUSING CHOICE VOUCHER PROGRAM

(HUD-52641-A Tenancy Addendum should be attached to this lease.)

Voucher No.
No. of Bedrooms

THIS LEASE AGREEMENT made and entered into this the \_\_\_ day of \_\_\_, \_\_\_ by and between \_\_\_ (OWNER) and \_\_\_ (TENANT) Whose HOUSEHOLD consists of the following members:

Table with 4 columns: Household Member Name, Relationship, Date of Birth, Age. Includes a 'Head' relationship category.

(The family must promptly inform the PHA and Landlord of the birth, adoption, or court-awarded custody of a child. No other person may reside in the unit without prior written approval by the Owner and PHA.)

The Contract unit is located at: \_\_\_ Apt. \_\_\_
City: \_\_\_ State: \_\_\_ Zip: \_\_\_. The total initial monthly rent is \$ \_\_\_ per month. Of this amount, \$ \_\_\_ shall be payable by the Public Housing Agency (PHA) as housing assistance payments on behalf of the Tenant, and \$ \_\_\_ shall be payable by the Tenant ("Tenant rent") directly to the Owner. The rent is due on the \_\_\_1st\_\_\_ day of the month beginning on \_\_\_, \_\_\_. The tenant has deposited \$ \_\_\_ with the Owner as a security deposit. The amount of the rent to Owner is subject to change during the lease term in accordance with this lease. The rent will be considered late after the 5th of each month, and the owner may charge a late fee for late rent payments.

1. Purpose

This agreement is a lease between the Tenant and the Owner. 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 of the United States Department of Housing and Urban Development (HUD).

The Owner will enter into a housing assistance payments contract (HAP contract) with the Housing Authority of the City of Fort Payne, AL (PHA), under the Housing Choice 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. Term of Lease

Initial term of lease. (Enter first and last date of initial term. The initial term must be for at least one year.)

The initial term begins on: \_\_\_. The initial term ends on: \_\_\_. Following the initial term, the lease will be renewed automatically on a month-to-month basis until: (1) a termination of the lease by the Owner in accordance with paragraph 10, (2) a termination of the lease by the Tenant in accordance with the lease or by mutual agreement during the term of the lease, (3) a termination of the Housing Assistance Payments contract by the PHA, or (4) the PHA terminates assistance for the family. The lease for the contract unit has been approved by the PHA. The lease may not be revised unless any lease revision has been approved in writing by the PHA.

### 3. Utilities and Appliances

The Owner shall provide for or pay for the utilities and appliances as indicated below by an “O” without any additional charge to the Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated below by a “T”.

Item	Specify Fuel Type					Provided By Owner/Tenant	Paid By Owner/Tenant
Heating	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Bottled Gas	<input type="checkbox"/> Oil	<input type="checkbox"/> Electric	<input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Bottled Gas	<input type="checkbox"/> Oil	<input type="checkbox"/> Electric	<input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Bottled Gas	<input type="checkbox"/> Oil	<input type="checkbox"/> Electric	<input type="checkbox"/> Coal or Other		
Other Electric							
Water							
Sewer or Septic							
Trash							
Air Conditioning							
Refrigerator							
Range							
Other							

### 4. Use and Occupancy of Contract Unit

- a. The family must use the contract unit for residence by the family. The unit must be the family’s only residence. *(Tenant may provide reasonable accommodations to guests or visitors whose stay is less than thirty (14) days within the total calendar year, and must be reported to and approved by the landlord and housing authority.)*
- b. The composition of the family residing in the contract unit must be approved by the PHA.
- c. The family must not sublease or let the unit.
- d. The family must not assign the lease or transfer the unit.
- e. During the lease term, the family will reside in the unit with assistance under the program.
- f. 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.

### 5. Maintenance and Utilities: Owner and Family Responsibility

**a. The Owner must maintain the contract unit and premises in accordance with the HQS. (Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the Owner.)**

(1) The Owner or his agent may enter the dwelling unit only for the following purposes: (a) to inspect to see if Tenant is complying with this agreement, (b) to make repairs, and (c) to exhibit the unit to prospective purchasers, mortgagees, Tenants and workmen. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. However, Owner shall, except in an emergency such as fire, give the Tenant at least twenty-four hours notice of his intent to enter and may then enter only at a reasonable time. If an emergency occurs, the Owner shall, within two days thereafter, notify Tenant in writing of the date, time, purpose and results of such entry.

(2) The PHA shall be free to inspect the premises covered by the lease periodically, but not less often than annually, to assure that the physical condition thereof continues to meet PHA standards of decent, safe and sanitary housing and to determine whether the services required to be provided hereunder are being provided to the premises. In the event the PHA reasonably determines that either (a) the physical condition of the premises does not meet PHA standards for decent, safe and sanitary housing, other than as a result of actions by the Tenant, or (b) one or more of the services specified herein are not being provided to the premises, or (c) that the Owner is in breach of any of the conditions of this lease, the PHA may give written notice to the Owner to correct the deficiencies within thirty (30) days. Upon the

Owner's failure to do so, the PHA shall have the right, in addition to its other rights and remedies under the HAP contract, to terminate or reduce housing assistance payments or to terminate the HAP contract.

(3) The Owner must provide all utilities needed to comply with HQS.

(4) The Owner is not responsible for damages beyond normal wear and tear caused by any member of the household or guest.

**b. The Owner is not responsible for a breach of the HQS that is caused by any of the following:**

(1) The family fails to pay for any utilities that the Owner is not required to pay for under the lease, but which are to be paid by the Tenant;

(2) The family fails to provide and maintain any appliances that the Owner is not required to provide under the lease, but which are to be provided by the Tenant; or

(3) Any member of the household or guest damages the contract unit or the premises (damages beyond ordinary wear and tear).

**c. The family must pay for any utilities and provide any appliances that the Owner is not required to pay for or provide under the lease.**

**d. Tenant's Obligations**

(1) Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts or neglect by Tenant or others or others occupying with his permission, Tenant, upon prior agreement with Owner, may repair such damage at his own expense. If, (a) Tenant fails to make agreed upon repairs, or, (b) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner.

(2) The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease which charge shall be in the amount of \$\_\_\_\_\_ plus \$\_\_\_\_\_ per day until said delinquent rent is paid.

**e. Pets:** Tenants may \_\_\_\_ or may not \_\_\_\_ keep a pet on the premises.

**f. Noise:** Tenant agrees not to allow on his premises any excessive noise or other activity which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other Tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and quiet.

**g. Housing services:** The Owner must provide all housing services as agreed to in the lease.

**6. Term of Lease**

**a. When lease terminates.** The term of the lease terminates if any of the following occurs:

(1) The lease terminates (as in paragraph b);

(2) The HAP contract terminates; or

(3) The PHA terminates program assistance for the family.

**b. Termination of lease.**

(1) The Owner terminates the tenancy;

(2) The Tenant terminates the lease within 30 calendar days notice; or

(3) The Owner and the Tenant agree to terminate the lease.

**c. 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 HAP contract terminates automatically.

**7. Rent to Owner**

a. The Owner may not demand or accept any payment from the Tenant for rent of the unit in excess of the rent to Owner as provided in the PHA-approved lease in accordance with HUD requirements. The Owner must immediately return any excess rent payment by the Tenant. *(The initial rent to Owner may not exceed the amount approved by the PHA in accordance with HUD requirements.)*

b. The rent to Owner must be reasonable in comparison with rents charged for comparable units in the private unassisted market, or for other comparable units in Section 8 Housing Choice Voucher Program. The PHA shall have the right to review any rent increase during the term of the lease to determine whether the rent increase is reasonable. If the increase is not reasonable, the PHA will disapprove such increase. *(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. 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.

d. The Owner must immediately return any excess rent payment to the Tenant.

## **8. Housing Assistance Payment**

a. Each month the PHA will make a housing assistance payment to the Owner on behalf of the Tenant family in accordance with the HAP contract. The amount of the housing assistance payment will be determined by the PHA in accordance with HUD requirements.

b. The monthly housing assistance payment by the PHA shall be credited toward the monthly rent to Owner under this lease. The balance of the monthly rent shall be paid by the Tenant.

c. The Tenant is not responsible for payment of the portion of rent to Owner covered by the housing assistance payment under the HAP contract between the Owner and the PHA. The Owner may not terminate the tenancy of the family for nonpayment of the PHA housing assistance payment.

## **9. Other Fees and Charges**

a. Rent to Owner does not include cost of any meals or supportive services which may be provided by the Owner.

b. This lease does 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.

## **10. Termination of Tenancy by Owner**

### **a. Grounds.**

i. During the term of the lease, the Owner may only terminate the tenancy on the following grounds: (in accordance with lease and HUD requirements)

(1) Serious or repeated violation of the terms and conditions 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 contract unit and the premises;

(3) Criminal activity (as provided in paragraph b); or

(4) Other good cause (as provided in paragraph c).

ii. The requirement to terminate tenancy for such grounds:

(1) Only applies during the term of the lease, including the initial term and any extension term; and

(2) Does not apply if the Owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.

### **b. Criminal activity.**

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy.

(1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents *(including property management staff residing on the premises)*;

(2) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

(3) Any violent criminal activity on or near the premises; or

(4) Any drug-related criminal activity on or near the premises.

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.

- (1) Illegal use of a controlled substance; or
- (2) Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

The Owner may terminate the tenancy if any member of the household is:

- (1) 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
- (2) Violating a condition of probation or parole under Federal or State law.

**c. Other good cause for termination of tenancy.**

- (1) During the first year of 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 term of the lease or during any extension term, other good cause includes:
  - (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 first year of the lease, such good cause includes:
  - (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).

**d. Nonpayment by PHA: Not grounds for termination of tenancy.**

- (1) The Tenant is not responsible for payment of the portion of contract rent covered by the housing assistance payment under the HAP contract between the Owner and the PHA.
- (2) A PHA failure to pay the housing assistance payment to the Owner is not a violation of the lease. During the term of the lease, the Owner may not terminate the tenancy of the family for nonpayment of the PHA housing assistance payment.

**e. Eviction by court action.**

The Owner may only evict the Tenant from the contract unit by instituting a court action.

**11. Owner Termination Notice**

**a. Notice of grounds.**

- (1) The Owner must give the Tenant a notice that specifies the grounds for termination of tenancy. The notice of grounds must be given at or before commencement of the eviction action.
- (2) The notice of grounds may be included in, or may be combined with, any Owner eviction notice to the Tenant.

**b. State or local eviction notice.**

- (1) Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under State or local law to commence an eviction action.
- (2) The Owner must give the PHA a copy of any Owner eviction notice to the Tenant at the same time that the Owner gives notice to the Tenant.

**12. Offer of New Lease**

The Owner may offer the family a new lease, for a term beginning at any time after the initial term. The Owner must give the Tenant written notice of the offer, with a copy to the PHA, at least 60 calendar days before the proposed beginning date of the new lease term. The offer must specify a reasonable time limit for acceptance by the family.

### 13. Lease Termination or Move Out by Family

- a. The Tenant may terminate the lease without cause at any time after the first year. The lease may not require the Tenant to give more than 30 calendar days notice of such termination to the Owner.
- b. The Tenant must notify the PHA and the Owner within 30 days before the family moves out of the unit.

### 14. Execution of HAP Contract

- a. This lease has been signed by the parties on the expectation that the PHA will promptly execute a HAP contract with the Owner. This lease shall not become effective unless the PHA has executed a HAP contract with the Owner effective the first day of the term of the lease.
- b. The HAP contract must be executed no later than 60 calendar days from the beginning of the lease term. Unless the HAP contract has been executed by the end of this period, this lease shall be void.

### 15. Prohibited Lease Provisions

The following types of lease provisions are prohibited by HUD. If there is any prohibited provision in this lease, the provision shall be void.

- a. **Agreement to be sued.**-Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner, in a lawsuit brought in connection with the lease.
- b. **Treatment of personal property.**-Agreement by the Tenant that the Owner may take, hold, or sell personal property of household members without notice to the Tenant, and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property left in the contract unit after the Tenant has moved out. The Owner may dispose of this personal property in accordance with State and local law.
- c. **Excusing Owner from responsibility.**-Agreement by the Tenant not to hold the Owner or Owner's agent legally responsible for any action or failure to act, whether intentional or negligent.
- d. **Waiver of notice.**-Agreement by the Tenant that the Owner may institute a lawsuit against the Tenant without notice to the Tenant.
- e. **Waiver of legal proceedings.**-Agreement by the Tenant that the Owner may evict the Tenant or household members (1) without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or (2) before a court decision on the rights of the parties.
- f. **Waiver of jury trial.**-Agreement by the Tenant to waive any right to a trial by jury.
- g. **Waiver of right to appeal court decision.**-Agreement by the Tenant to waive any right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- h. **Tenant chargeable with cost of legal actions regardless of outcome.**-Agreement by the Tenant to pay the Owner's attorney fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. However, the Tenant may be obligated to pay costs if the Tenant loses.

### 16. 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, in accordance with the lease, as reimbursement for any unpaid Tenant rent, damages to the unit or 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 the amounts the Tenant owes under the lease, the Owner may collect the balance from the Tenant.

### 17. 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.

### **18. Conflict with Other Provisions of Lease**

a. The terms of the tenancy addendum as 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 Housing Choice 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.

### **19. Written Notices**

When this lease requires any notice by the Tenant or the Owner, the notice must be in writing.

### **20. Definitions**

**Contract unit:** The housing unit rented by the Tenant with assistance under the Program.

**Family:** The person 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 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. (A live-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 Choice 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 this lease will be assisted with rent subsidy for a tenancy under the voucher program

**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 programs. HUD requirements are issued by HUD headquarters, as regulations, *Federal Register* notices or other binding program directives.

**Lease Agreement:** 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 as prescribed by HUD.

**PHA:** Public Housing Agency.

**Premises:** The building or complex inn 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 under the lease for the contract unit. 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).

**Tenancy Addendum:** The lease language required by HUD.

**Tenant:** The family member (or members) who leases the contract unit from the Owner.

**Signatures:**

**Tenant**

\_\_\_\_\_  
Print or Type Name of Tenant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Owner**

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date