

Dear Owner (Landlord),

CMHA has provided a sample lease on the following pages you can download the lease from the CMHA website at www.cmha.net. CMHA cannot require that you use this lease form and you, as the owner, may only use this sample lease if you do not have a standard lease form used for other tenants. If you have a regular written lease that you use for other unassisted tenants, the lease you use for the HCVP tenants must be the same.

The Quality Housing and Work Responsibility Act of 1998 changed the regulations regarding the type of lease form to be used. As a convenience to you we have provided such regulations from the CFRs (Code of Federal Regulations) below.

§ 982.308 Lease and tenancy.

(a) *Tenant's legal capacity.* The tenant must have legal capacity to enter a lease under State and local law. "Legal capacity" means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

(b) *Form of lease.* (1) The tenant and the owner must enter a written lease for the unit. The lease must be executed by the owner and the tenant.

(2) If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form (plus the HUD-prescribed tenancy addendum). If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease (including the HUD-prescribed tenancy addendum). The HAP contract prescribed by HUD will contain the owner's certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease is in such standard form.

(c) *State and local law.* The PHA may review the lease to determine if the lease complies with State and local law. The PHA may decline to approve the tenancy if the PHA determines that the lease does not comply with State or local law.

(d) *Required information.* The lease must specify all of the following:

(1) The names of the owner and the tenant;

(2) The unit rented (address, apartment number, and any other information needed to identify the contract unit);

(3) The term of the lease (initial term and any provisions for renewal);

(4) The amount of the monthly rent to owner; and

(5) A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

(6) For multi-unit structures the landlord is required to maintain common areas, including snow removal and lawn care. For duplexes, unless otherwise specified in the lease, the landlord is responsible for common areas to include grass cutting and snow removal. For single family dwellings, the lease must specify the responsible party for snow removal and lawn care.



COMMITMENT ACCOUNTABILITY RESPECT EXCELLENCE SAFETY

RESIDENTIAL PROPERTY LEASE AGREEMENT

1. DESCRIPTION OF THE PARTIES AND PREMISES

On this _____ day of _____, 20_____,

(Owner/Manager) does hereby lease to

(Tenant), for use by members of Tenant's
household, the unit described below:

ADDRESS:

The members of Tenant's household are:

2. TERM AND RENEWAL

This lease shall become effective only if the Cuyahoga Metropolitan Housing Authority ("CMHA") and Owner/Manager sign a Housing Assistance Payments Contract ("HAP Contract"), under the Section 8 Housing Choice Voucher Program, for this tenancy. Subject to this HAP Contract signing requirement, the initial term of this lease begins:

_____, 20____ and ends at midnight on

_____ 20____. The lease shall be automatically renewed after the initial term
(choose one):

_____ Month to Month

OR

_____ Year to Year

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

- A.** The monthly rent shall be \$_____. Tenant shall pay \$_____ of this rent, and CMHA shall pay \$_____ of this rent. During a lease term, without changing the total monthly rent, CMHA may revise the respective amounts of the monthly rent that it pays and Tenant pays. When this occurs, CMHA shall provide Owner/Manager and Tenant with a written notice of the revision, which shall automatically become an amendment to this lease effective the date of the notice.
- B.** The monthly rent shall be due and payable by the _____ day of the month, or the next working day thereafter in the event the due date is a Saturday, Sunday or holiday.
- C.** 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 with at least 60 days prior notice of the proposed rent increase;
B. CMHA approves the proposed rent increase; and

C. Owner/Manager and Tenant sign 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.

Owner/Manager agrees to return the security deposit to Tenant 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/Manager 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 supplied 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

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 services to be supplied by Owner/Manager.

7. APPLIANCES

T = Tenant; O = Owner/Manager (check one):

- 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 _____

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

8. SNOW REMOVAL AND LAWN CARE

For multi-unit structures, the landlord is required to maintain common areas, including snow removal and lawn care.

For duplexes, unless specified below, the landlord is responsible for common areas, to include grass cutting and snow removal. For single-family dwellings, the responsible party for snow removal and lawn care must be specified below.

Unit type: Duplex _____ Single-family _____

T = Tenant; O = Owner/Manager (check one):

- A. Lawn cutting will be supplied by: _____ T _____ O
- B. Snow removal will be supplied by: _____ T _____ O

9. 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 full time resident.

10. TENANT OBLIGATIONS

A. Tenant shall do all of the following:

1. Keep that part of the premises that he/she occupies and uses safe and sanitary;
2. Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner;
3. Keep all plumbing fixtures in the dwelling unit or used by him/her as clean as their condition permits;
4. Use and operate all electrical and plumbing fixtures properly;
5. Comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes;
6. Personally refrain 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;
7. Conduct himself/herself and require other 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;
8. 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 Chapters 2925. and 3719. of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those Chapters, which relate to controlled substances;
9. Pay rent on time;
10. Not provide accommodations for boarders or lodgers;
11. Obtain prior approval to maintain any animals or pets on the premises;
12. 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;
13. Pay for utilities in a timely manner where such utilities are supplied and billed directly to Tenant by a utility provider;
14. Notify Owner/Manager promptly of known need for repairs to the dwelling;
15. Refrain from illegal activity that impairs the physical or social environment of the dwelling.

B. 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, mortgagees, tenants, workmen, or contractors.

11. OWNER/MANAGER OBLIGATIONS

A. Owner/Manager shall do all of the following:

1. Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety;
2. Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;
3. Keep all common areas of the premises in a safe and sanitary condition; 4

4. 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;
5. 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;
6. Supply running water, reasonable amounts of hot water, and reasonable heat at all times;
7. Not abuse the right of access conferred by division (B) of section 5321.05 of the Revised Code;
8. 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 a reasonable notice in the absence of evidence to the contrary. If an emergency occurs, Owner/Manager shall, within two (2) days thereafter, notify Tenant in writing of the date, time, purpose and results of such entry.

12. 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.

13. TERMINATION OR NON-RENEWAL OF THE LEASE

Tenant may elect not to renew this lease without cause at the end of any lease term by giving Owner/Manager 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 non-payment of rent, not less than five days in advance of the proposed termination date. Owner/Manager 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 or Owner/Manager, 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

Owner/Manager _____
 Print Name

 Signature

 Date