

Quincy Housing Authority Lease

1. Parties. The parties to this Lease are:

Owner: «LL Corr Name»

and Tenant(s): «First Name» «Last Name» the tenant's(s') household also consists of the following household members: «NAME2», «NAME3», «NAME4», «NAME5»

The unit shall only be occupied by the household members named herein, and any child born to them hereafter, unless the landlord and QHA provide prior written approval, which may be withheld.

Owner's Address: «LL Corr Addr1», «LL Corr Addr2» «LL Corr City», «LL Corr State» «LL Corr Zip»

Phone for reporting emergencies and need for repairs is: _____

Agent Name: _____

Agent Address: _____

Phone: () _____ Email Address: _____

2. Premises. Owner rents to Tenant the Unit and common areas appurtenant to the Unit located at:

«Unit Street Num» «Unit Street1» «Unit Apt Num» «Unit City», MA «Unit Zip»

3. Term of Lease. The Initial Term of the Lease shall be twelve (12) months, shall begin on «Move In» and shall continue month to month thereafter in one month Successive Terms, until:

- (1) a termination of the Lease by Owner in accordance with Paragraph (13) of the Lease,
- (2) a termination of the Lease by Tenant in accordance with Paragraph (14) of the Lease, or by mutual agreement during the term of the Lease,
- (3) a termination of the Housing Assistance Payments (HAP) Contract by the QHA.

4. Housing Assistance Payments (HAP) Contract. The Owner will enter into a Housing Assistance Payments (HAP) Contract ("Contract") with the Quincy Housing Authority ("QHA") under the Section 8 Housing Choice Voucher Program of the U.S. Department of Housing and Urban Development. Under the Contract, the QHA will make housing assistance payments to the Owner to assist the Household, of which the Tenant is the representative, to lease the dwelling Unit from the Owner.

5. Rent. The amount of the total monthly rent payable to the Owner during the term of the Lease shall be \$«Contract Amount».00 a month, and shall be due on or before the first day of the month.

6. Housing Assistance Payment. Each month the QHA will make a housing assistance payment to the Owner on behalf of the Tenant in accordance with the Housing Assistance Payment (HAP) Contract. The monthly housing assistance payment by the QHA shall be credited by the Owner toward the monthly rent payable by the Tenant to the Owner under this Lease. The balance of the monthly rent shall be paid by the Tenant. The initial Housing Assistance payment is \$«HAP Amount».00 and the initial tenant share is _____

7. Security Deposit.

- (a) Tenant has deposited \$ «DRIVER LICENSE» with Owner. **Initial here (Owner _____ Tenant _____)**
Owner will comply with HUD regulations and State and local laws, including but not limited to M.G.L Ch. 185 Sec 15B.
- (b) The Owner will hold the security deposit during the period the Tenant occupies the dwelling Unit under the Lease.
- (c) After the Tenant has moved from the dwelling Unit, the Owner may (subject to State and local law) use the security deposit, including any interest on the deposit, as reimbursement for any unpaid tenant rent or other amounts, which the Tenant owes under the Lease. The Owner 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 Owner, the Owner shall promptly refund the full amount of the balance to the Tenant.
- (d) Massachusetts law requires that the Owner return the security deposit or a portion thereof together with a list of damage(s) and/or rent owed within 30 days of the termination of the Tenant's occupancy.

8. Utilities and Appliances. Each party is responsible for the utilities (write type of fuel - gas, oil, electricity - under party responsible to pay for it. Each party's obligations are initialed below.

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	GAS	TENANT	TENANT
Cooking	GAS	TENANT	TENANT
Water Heating	GAS	TENANT	TENANT
Other Electric		TENANT	TENANT
Water		CITY	OWNER
Sewer		CITY	OWNER
Trash Collection		CITY	OWNER
Air Conditioning		TENANT	TENANT
Microwave		TENANT	TENANT
Refrigerator		OWNER	OWNER
Washer/Dryer (circle)		N/A	N/A
Range		OWNER	OWNER
Other			

9. Pets. Pets are not allowed unless permission is granted by the landlord in writing. Permission may be withheld. However, the landlord acknowledges that he/she will take into consideration whether the request is a reasonable accommodation for a disabled tenant and abide by the law accordingly.

10. Tenant Agrees.

- (a) To use the Unit only as a primary residence for Tenant and Household members listed above; to use the Unit for residential purposes only; to refrain from engaging in and to cause Household member(s), guest(s), or any person under any Household member's control to refrain from engaging in any criminal or illegal activity on the rental Premises; not to take in boarders or lodgers; not to sublet or assign the Unit to anyone else.
- (b) To keep the Unit clean and to comply with all responsibilities imposed on tenants by Chapter II of the State Sanitary Code and HUD's Housing Quality Standards (HQS).
- (c) To make no alteration to the Unit without the written permission of Owner, who may require the tenant to restore the Unit to its original condition before moving out.
- (d) Not to disturb or allow any Household member(s), guest(s), or any person under any Household member's control to disturb the peace and quiet of the other tenants in the building.
- (e) To permit the Owner to enter the Premises at reasonable times, upon reasonable notice, to inspect, to make repairs, or to show the Premises to a prospective tenant or purchaser, and to give the Owner a duplicate of all keys needed to enter the apartment.
- (f) To notify Owner promptly of any need for any repair(s) to the apartment, common areas, or grounds.
- (g) To keep any pet(s) allowed in Paragraph 9 in a way which is not a nuisance to others.
- (h) To pay Owner, within 30 days of receiving an itemized bill, for the cost of repair of any damage(s) caused by Tenant or a Household member(s) or a guest(s).
- (i) To leave the Unit clean and in good condition as at the start of the tenancy (reasonable wear and tear excepted), to remove all personal belongings, and to return all keys to owner.
- (j) To obtain prior written permission from the Owner to add any person as an authorized member of the Household except in the case of birth of a child, or adoption or court-awarded custody of a child or an adult.

11. Owner Agrees.

- (a) To permit Tenant to quietly and peaceably enjoy the apartment.
- (b) To maintain the dwelling Unit, equipment and appliances, and common areas and facilities, to provide decent, safe and sanitary housing in accordance with Chapter II of the State Sanitary Code and HUD's HQS including the provision of all the services, maintenance and utilities set forth in the Lease. This duty includes but is not limited to:
 - (1) Exterminating within 72 hours after being notified of the need;
 - (2) Repairing immediately any condition which is a threat to life, health or safety. Owner's failure to repair such violations within 72 hours of learning of the violation may be grounds for termination of this Lease, without further notice, at the election of the Tenant and QHA, and will also be grounds for withholding and abatement of subsidy;
 - (3) Repairing all other violations within a reasonable time after notification from the Tenant, or within the time period prescribed in a notice from the QHA. Failure to so repair will be grounds for withholding and abatement of subsidy.
- (c) To charge no fees other than those specifically provided in this Lease; to accept rental payment without regard to any other amounts owed by the Tenant, and to seek separate legal remedy for nonpayment of any other charges. Acceptance of rent shall not act as a waiver of any other outstanding claims.
- (d) To enter the Unit only after reasonable notice to the Tenant, and only to inspect the Premises, to make repairs, to show the Unit to a prospective tenant or purchaser, or if the Unit appears to have been abandoned. Owner may enter without notice only in case of an emergency, and must notify Tenant as soon as possible afterwards of the date, time and purpose of the entry.
- (e) To send Tenant an itemized bill for repair of any damage(s) which he alleges to be Tenant caused and for which he seeks reimbursement. No claim for damage(s) or unpaid rent may be made by Owner against the QHA.

12. Notice.

Notices to the Tenant may be hand delivered to Tenant or mailed to Tenant at the Unit. Any notice(s) to the Owner may be hand delivered or mailed to the Agent, if any, or if none, to Owner, both as listed on Page 1 of this Lease.

13. Termination Of Tenancy By Owner.

- (a) During the Term of this lease (initial or successive term), the Owner shall not terminate the tenancy except for:
 - (1) Serious or repeated violation of the terms and conditions of the Lease;
 - (2) Violation of Federal, State or local law which imposes obligations on a Tenant in connection with the occupancy or use of the contract Unit and the surrounding Premises;
 - (3) Criminal activity or alcohol abuse by the Tenant, any Household member, guest, or person under the control of any Household member which threatens the health or safety of, or the right to peaceful enjoyment of the Premises by other residents; or
 - (4) Criminal activity by the Tenant, any Household member, guest, or person under the control of any Household member which threatens the health or safety of, or the right to peaceful enjoyment of the Premises by other persons residing in the immediate vicinity
 - (5) Any violent or drug-related criminal activity on or near the Premises by the Tenant, any Household member, guest, or person under the control of any Household member;
 - (5) If any member of the Household is 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 violating a condition of probation or parole under Federal or State law.
 - (6) If any member of the Household is determined to have ever been convicted of drug-related criminal activity for manufacture, production or sale of methamphetamine on the Premises described in this Lease or the Premises of any federally assisted housing;
 - (7) 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.
 - (8) Other good cause. However, during the Initial Term, the Owner may not terminate the tenancy for "other good cause" unless the termination is based only on something the Tenant did or failed to do. During the Initial term of the Lease the Owner may not terminate the tenancy pursuant to Paragraph 13(a)(8), for the grounds stated in Paragraph 13(b)(1), 13(b)(4) or 13(b)(5) of this section.
- (b) The following are some examples of "other good cause" for termination of tenancy by the Owner. This list of examples is intended as a non-exclusive statement of some situations included in "other good cause" but shall in no way be interpreted to limit the grounds to the reasons set forth herein.

14. Termination of Tenancy by Tenant.

The Tenant may terminate the Lease without cause at any time after the Initial Term or at the end of any Successive Term of the Lease, by written notice to the landlord (with a copy to the QHA) before the first day of a month which shall be effective on the last day of that month, or thirty days after receipt of the notice, whichever is longer.

15. Any notice under Paragraphs (13), (14), or (16) of this Lease, Lease Amendment and/or any revision may be combined with and run concurrently with any notice required under State or local law.

16. When offered, the Owner shall give the Tenant written notice of the offer of a new Lease, Lease Amendment and/or revision, with a copy to the QHA, at least sixty (60) days before the proposed commencement date of the new Lease, Lease Amendment or revision term. The offer may specify a reasonable time limit for acceptance by the Tenant. After approval by the QHA of a proposed new Lease, Lease Amendment or revision in accordance with HUD regulations, the Owner and Tenant may execute the proposed new Lease, Lease Amendment or revision for a term beginning at any time after the Initial term or any Successive term of this Lease.

17. The Owner 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, disability, handicap or national origin, ancestry, sexual orientation, marital status, having children or because all or part of the Tenant's income derives from public assistance, or because the Tenant's rent is subsidized.

18. This Lease has been signed by the parties on the condition that the QHA and the Owner will promptly execute a Housing Assistance Payments Contract. This Lease shall not become effective unless the QHA has executed a Housing Assistance Payments Contract with the Owner effective the first day of the Initial Term of the Lease. The QHA can only execute the HAP if funding for this HAP has been provided by HUD and the unit and assisted family meet Section 8 program eligibility criteria.

19. Prohibited Lease Provisions. Notwithstanding anything to the contrary contained in the Lease, any provision of the Lease which falls within the classifications below shall be inapplicable.

- (a) Confession of Judgment. Prior consent 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) Seize or hold property for Rent or Other Charges. Authorization to the Owner to take property of the Tenant, or hold property of the Tenant, as a pledge or security until the Tenant meets any obligation which the Owner has determined the Tenant has failed to perform.
- (c) Exculpatory Clause. Agreement by the Tenant not to hold the Owner or Owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- (d) Waiver of Legal Notice. Agreement by the Tenant that the Owner may institute a lawsuit without notice to the Tenant.
- (e) Waiver of Legal Proceedings. Agreement by the Tenant that the Owner may evict the Tenant or hold or sell possessions of the Tenant if the Owner determines that the Tenant has violated the Lease, without notice to the Tenant or any court decision on the rights of the parties.
- (f) Waiver of Jury Trial. Authorization to the Owner to waive the Tenant's right to a trial by jury.
- (g) Waiver of Right to Appeal Court Decision. Authorization to the Owner to waive the Tenant's right to appeal a decision on the ground of judicial error or to waive the Tenant's right to sue to prevent a judgment from being put into effect.
- (h) Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit. Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Owner sues, whether or not the Tenant prevails.

20. Destruction of Premises.

If, in the judgment of the QHA, the rented Premises are made uninhabitable by fire, flood, or other natural disaster, or are taken by eminent domain, this Lease shall terminate.

21. Additions And Changes, Entire Agreement.

This Lease and the Section 8 Housing Choice Voucher Program Tenancy Addendum which is incorporated herein by reference represent the entire agreement between Owner and Tenant. Any additional provisions attached, dated and initialed by both parties and approved by QHA, are hereby incorporated in this Lease. No further changes to this Lease may be made except by prior written permission of the QHA.

22. Non-Waiver; Severability.

Waiver by either party of a violation of this Lease shall not waive any other violation. If any provision of this Lease is declared invalid, all other provisions shall remain in effect.

23. All provisions of this Lease remain in effect unless changed by the Section 8 Housing Choice Voucher Program Tenancy Addendum incorporated herein by reference, or pursuant to Paragraph 21 above.

Each party hereto has read the agreement in its entirety and agrees that this agreement shall be binding on themselves, their respective successors in title, assigns, heirs and legal representatives, and liability hereunder shall be joint and several if more than one person or entity executes this agreement as Landlord or Tenant.

Owner/Agent* Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

*Agency signature is acceptable only if the QHA has an approved Owner Appointment of Agent on file covering the property which is the subject of this assisted lease.