



Sample Supportive Housing Lease Agreement (From a Youth Supportive Housing Project)

Note: This document represents an example of a supportive housing lease agreement, but all such forms should be carefully tailored for each supportive housing project, and should receive appropriate review by legal counsel.

RESIDENTIAL RENTAL AGREEMENT Name of Project _____ Address _____

This Residential Rental Agreement (the "Lease") is made as of _____ between the Landlord (the "Landlord"), and the following person signing this Lease as the "Tenant": _____ (the "Tenant"), with reference to the following facts:

- A. The Landlord owns and operates the building at address _____ (the "Building").
- B. Pursuant to this Lease, the Landlord will lease to the Tenant **Unit** _____ within the Building (the "Unit").

WITH REFERENCE TO THE FACTS DESCRIBED ABOVE, the Landlord and the Tenant (collectively the "Parties") agree as follows:

1. Term

a. The term of this Lease (the "Term") shall commence at 12:01 a.m. on _____, 200_, and shall continue for one year, and then on a month-to-month basis thereafter, until either party terminates this lease by delivering to the other Party a written termination notice thirty (30) days before the termination.

b. Notwithstanding the foregoing, the Term shall not commence until the satisfaction of the following conditions:

- (1) The Tenant must have paid in full the first month's rent pursuant to Section 7 below.
- (2) The Tenant must have paid in full the security deposit pursuant to Section 16 below.

Note: This document is included within the *Housing Operations* section of CSH's *Toolkit for Developing and Operating Supportive Housing*, which is available at www.csh.org/toolkit2. This document has been adapted from CSH's publication *Housing Youth*, which is available at www.csh.org/publications.

(3) The Unit must have been vacated by the previous occupant. The Landlord hereby represents to the Tenant that to the best of the Landlord's knowledge the Unit will be vacant on the date set forth in Section 1(a). In addition, the Landlord shall diligently seek to cause the Unit to be vacant as of the date set forth in Section 1(a). However, if despite the Landlord's diligent efforts the previous occupant of the Unit has not moved out of the Unit by the date set forth in Section 1(a), then the Landlord shall not be in default under this Lease.

2. Lease

As of the commencement of the Term, and for the duration of the Term, the Landlord hereby leases to the Tenant the Unit.

3. Tenant Household; Tenant Income Recertification

a. The Tenant shall be the sole occupant of the Unit. No other human being is permitted to occupy the Unit as a member of the Tenant's household.

b. As of the date of this Lease, the Tenant's income, as certified by the Tenant and verified by the Housing Authority and the Landlord, is not greater than the maximum household income permissible for initial occupancy in the Building under the regulatory agreements that govern occupancy in the Building. At least once every year, the Tenant shall re-certify to the Housing Authority and the Landlord, the Tenant's income, and shall provide such documentation as the Housing Authority and Landlord may reasonably request to verify such income recertification. Any misrepresentation of the Tenant's income, whether prior to the date of this Lease or in the course of an annual recertification, is a violation of this Lease and constitutes a Tenant Default.

c. It is the Tenant's obligation to report any changes in Tenant's household or employment status to the Housing Authority and Landlord.

d. If an annual income recertification reveals that the Tenant's income has risen above certain thresholds established by the federal low income housing tax credit program, the McKinney Section 8 program, and/or any regulatory agreements recorded against the Building, then upon advance written notice of thirty (30) days, the Landlord may increase the amount of monthly rent payable under Section 7 below to the extent permitted under the federal low income housing tax credit program, the McKinney Section 8 program, and/or the regulatory agreements recorded against the Building.

4. Assignment and Subletting

The Tenant shall not assign this Lease or sublet any portion of the Unit I would think this would be expressly forbidden, given HUD regs.

5. Guests / Visitors

The Tenant may receive guests and visitors in the Building and the Unit only in accordance with the Rules and Regulations attached to this Lease as Exhibit A.

6. Full Time Students

At any given time the unit shall not be occupied in its entirety by full time students. It is the tenant's responsibility to report any changes in student status to the landlord immediately.

7. Pets

The Tenant shall not keep any pet animals in the Building or the Unit, and the Tenant shall not allow any pet animals into the Building or the Unit.

8. Monthly Rent

a. Monthly rent during the Term shall be payable by the first (1st) day of each month in advance. The monthly rent payment shall be made to the building manager by money order, personal check, or cashier's check made out to the Landlord. Payment can also be mailed to address, or such other place as may be designated by the Landlord from time to time. If the Term begins later than the first day of a calendar month, then the monthly rent for the partial month in which the Term begins shall be pro-rated based on the percentage of the month's days that are included in the Term.

b. The monthly rent obligation shall be in the amount of \$_____

c. The Tenant shall pay the Landlord Ten Dollars (\$10) for each rent payment that is not made within five (5) days after the due date. This "late charge period" of five (5) days is not a grace or cure period, and the Landlord is entitled to make a written demand for any unpaid rent on the day after the due date.

d. The Tenant shall pay the Landlord Twenty-five dollars (\$25.00) for each dishonored bank check by which the Tenant attempts to pay an amount owing under this Agreement. (*Note: Many supportive housing providers require money management services after multiple late payments prior to, or instead of, financial penalties.*)

e. Any amounts that remain due and payable under this Agreement after the end of the Term shall accrue simple interest at the lower of (1) one and one-half percent (1.5%) per month, and (2) the maximum rate allowed by law.

f. The Tenant shall be liable for costs incurred by the Landlord for delinquent rent collection and eviction.

9. Uses

The Tenant shall use the Unit exclusively as the primary residence of the Tenant.

10. Utilities

The Landlord shall be responsible for arranging and paying for all utility services in the Unit and the Building, except that the Landlord shall not be responsible for arranging and paying for any of the following utility services in the Unit: electricity, gas, telephone, and cable television.

11. Compliance with House Rules

The Tenant shall obey and comply with (a) the Rules and Regulations attached to this Lease as Exhibit A, and (b) any changes to the Rules and Regulations that the Landlord may adopt with advance written notice of thirty (30) days.

12. Compliance with Laws; Prohibition against Disturbances

a. The Tenant shall comply with all governmental requirements relating to the use of the Unit and the Building.

b. The Tenant shall not use the Unit or the Building in such a way as to violate any governmental requirement, including laws prohibiting the use, possession, or sale of illegal drugs.

c. The Tenant shall not commit waste or cause or permit any nuisance.

d. The Tenant shall not unreasonably annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other tenant or nearby resident, including (without limitation) the use or threat of violence.

13. Maintenance and Repairs; Alterations

a. The Tenant shall cause the Unit, including all equipment, appliances, furniture, and furnishings (whether the Landlord's Personal Property or the property of the Tenant), to remain clean and sanitary.

b. The Tenant shall use all equipment and appliances in the Unit (whether the Landlord's Personal Property or the property of the Tenant) only in the manner intended by the manufacturer. For example, the Tenant shall not use the stove for heating the Unit, or the refrigerator for cooling the Unit. In addition, the Tenant shall not tamper with or disable the smoke alarm in the Unit, as more particularly described in the Rules and Regulations attached as Exhibit A.

c. The Tenant shall not paint, paper, or otherwise redecorate or make alterations to the Unit without the prior written consent of the Landlord, which the Landlord may withhold in its sole discretion.

d. At the end of the Term, the Tenant shall return to the Landlord the Unit and the Landlord's Personal Property in the same condition as on the first day of the Term, normal wear and tear excepted.

e. The Tenant shall promptly notify the Landlord whenever the Tenant becomes aware of a component in need of maintenance or repair in either the Unit or any other part of the Building.

f. The Tenant shall be responsible for the cost of any maintenance or repair of the Unit, the Building, and/or the Landlord's Personal Property where the need for the maintenance or repair is caused by the wrongful act or omission of the Tenant and/or their guests and invitees.

g. In the event rehabilitation or other plans for the Building will require that the dwelling unit to be leased to the Tenant be vacated or made available to another Tenant during any portion of the Lease term, the Lease shall contain a provision for substitution of another dwelling unit and relocation of the Tenant.

h. The Tenant shall be responsible for the actual expense of replacing keys, after the first event.

14. Pest Control

a. The Tenant shall allow monthly pest control service to be performed in the Unit upon receiving twenty-four (24) hour notice.

b. If the Tenant requests that the Unit be exempted from monthly pest control spraying, and if the Tenant provides the Landlord with a written statement from a licensed medical professional confirming that the Tenant has an allergic or other medical condition that would be aggravated by pest control spraying, then the Unit can be exempted from monthly pest control spraying if that tenant requests such an exemption as a reasonable accommodation. However, the Tenant shall still allow monthly pest control inspections to be performed in the Unit upon receiving twenty-four (24) hour notice. *(Note: Many providers now use pest control gel instead of spray, which minimizes allergic reactions.)*

15. Entry and Inspection

a. The Tenant shall not alter or re-key any locks to the Unit, or install any burglar alarm system, without the Landlord's prior written consent, which the Landlord may withhold in its sole discretion. At all times, the Landlord must have keys capable of unlocking all locks to the Unit.

b. The Landlord shall have the right to enter the Unit during regular business hours and with advance notice of twenty-four (24) hours for the following purposes:

(1) To make necessary or agreed-upon repairs, decorations, alterations, or improvements, or to supply necessary or agreed-upon services.

(2) To show the Unit to a prospective tenant after either Party has delivered to the other Party a notice of termination of this Lease.

(3) When the Landlord believes that the Tenant has abandoned the Unit.

c. The Landlord and the Housing Authority shall have the right to enter the Unit during regular business hours and with advance notice of forty-eight (48) hours to perform an annual inspection of the Unit.

d. The Landlord shall have the right to enter the Unit in an emergency situation without advance notice to the Tenant.

16. Indemnification

a. The Tenant shall indemnify, defend, and hold harmless the Landlord (and its agents and their employees) from and against any claims against the Landlord arising out of (1) the occupancy of the Building by the Tenant, and/or (2) activities in the Building undertaken by the Tenant and/or their guests and invitees.

b. The Landlord (and its agents and their employees) shall not be liable to the Tenant or to any of their guests or invitees as a result of injury to their person or property occurring in the Building.

c. Notwithstanding the foregoing, the Landlord may be liable in the event of a Landlord Default, and the Landlord (and/or its agents and/or their employees) may be liable in the event of the applicable party's intentional or negligent wrongdoing.

d. The Landlord recommends that the Tenant obtain renter's insurance.

17. Security Deposit

a. Before the start of the Term, the Tenant shall pay to the Landlord the amount of \$_____ which constitutes a security deposit. The Landlord may deduct from the security deposit any amounts due and payable to the Landlord under this Lease, as permitted by State law.

b. The Landlord shall disburse to the Tenant interest accrued on the security deposit on an annual basis, as required by State law.

c. The Tenant shall not have the right to apply the security deposit toward payment of the last month of rent. Within three (3) weeks after the end of the Term, the Landlord shall return the security deposit to the Tenant, less any amounts that the Landlord is entitled to retain (together with an itemized statement of such amounts, as required by State law).

18. Default

a. The Landlord shall not terminate the Lease except for serious or repeated violation of the terms and conditions of the Lease; for violation of applicable law; or for other good cause, including but not limited to: (1) non-payment of rent or any other financial obligation under the lease. (2) two or more late rent payments, within a 12-month period, received after the 5th of the month. (3) illegal or criminal behavior including the sale of drugs. (4) a breach which results in damages to the premises or which adversely affects the health, safety, or quiet enjoyment of any tenant or visitor to the premises. (5) a breach which interferes with landlord responsibilities. (6) Misrepresentation of medical or student status.

b. Any Tenant violation of this Lease shall constitute a "Tenant Default" for which the Landlord may exercise remedies. A "Tenant Default" shall also exist in the event of a misrepresentation in the course of a Tenant income certification, as provided in Section 3(b).*

c. Any Landlord violation of this Lease shall constitute a "Landlord Default" for which the Tenant may exercise remedies.

19. Discrimination

In the course of the Tenant's occupancy of the Unit, the Tenant shall not engage in any unlawful discrimination.

20. Approvals

Any changes to the terms of the lease must be in writing and approved by the owner and the Housing Authority. All Landlord and Housing Authority approvals under this Lease must be in writing to be effective.

21. Notices in Writing

Formal notices, demands, and communications between the Parties shall be in writing.

22. Entire Understanding of the Parties

This Lease, including the attached Exhibits, constitutes the entire understanding and agreement of the Parties with respect to the Tenant's occupancy of the Unit.

23. Legal Actions

If any legal action is commenced to interpret or to enforce the terms of this Lease or to collect damages as a result of any breach of this Lease, then the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in such action (and any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Lease).

24. 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.

- (1) Confession of Judgment. Prior consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Landlord in a lawsuit brought in connection with the Lease.
- (2) Seize or Hold Property for Rent or Other Charges. Authorization to the Landlord 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 Landlord has determined the Tenant has failed to perform.
- (3) Exculpatory Clause. Agreement by the Tenant not to hold the Landlord or Landlord's agents legally responsible for any action or failure to act, whether intentional or negligent.
- (4) Waiver of Legal Notice. Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
- (5) Waiver of Legal Proceedings. Agreement by the Tenant that the Landlord may evict the tenant or hold or sell possessions of the Tenant Family if the Landlord determines that the Tenant has violated the Lease, without notice to the Tenant or any court decision on the rights of the parties.
- (6) Waiver of Jury Trial. Authorization to the Landlord to waive the Tenant's right to trial by jury.
- (7) Waiver of Right to Appeal Court Decision. Authorization to the Landlord 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.
- (8) 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 Landlord decides to sue, whether or not the Tenant wins.

BY SIGNING BELOW, the Parties agree to the terms of this Lease:

LANDLORD:

By: _____
General Manager

TENANT:

By: _____