

LEASE

1. Parties: The parties to this Lease are: the Landlord, in this Lease, referred to as õweö, õusö, or õourö, _____, and the Tenant, in this Lease, referred to as õyouö and õyoursö, _____

2. Property: We agree to rent the following to you:
 - a) an apartment (the "apartment") located at: _____
Apt. # _____, _____, CT _____.

 - b) and the following furniture and appliances:

3. Terms and Rent: The term of this lease begins _____ and ends _____ (a total of _____ months).
 - a) This Lease has been signed by the parties on the condition that the Connecticut Department of Mental Health and Addiction Services (DMHAS) will promptly execute a Housing Assistance Payments Contract (Contract) with us. Accordingly, this Lease shall not become effective unless the DMHAS has executed such a contract by the first day of occupancy specified in the Lease.

 - b) The total rent is \$ _____ per month, payable to us in advance on the first day of each month of the term of the Lease. Payment shall be made to our address set forth in paragraph 5.

 - c) Of the total monthly rent, \$ _____ shall be payable by DMHAS as housing assistance payments on your behalf and \$ _____ shall be payable by you. The amounts shall be subject to change by reason of changes in your family's income, family composition, or extent of exceptional medical or other unusual expenses, in accordance with HUD established schedules and criteria; or by reason of adjustment by the DMHAS of any applicable allowance for utilities and other services. Any such change shall be effective as of the date stated in a notification to you.

 - d) Security Deposit: The amount of security deposit paid by _____ is \$ _____ (insert amount or state "None").

 - e) Use of Apartment: You will use the apartment strictly for residential purposes for yourself and your family. You will not sublease the apartment or let anyone other than those listed below live in the apartment:

4. Utilities:

We will pay the utilities checked with and you will pay the utilities checked with .

General Electricity _____ Range _____ Hot Water _____ Heat _____
Cooking Fuel _____ Refuse Removal _____ Refrigerator _____

5. Notices: Our notices will be in writing and will be given/sent to you at the apartment; your rents and your notices, which shall be in writing, will be given/sent to us at:

Our Name	Address	Phone
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In case of emergency, you will contact the following person:

Name	Address	Phone
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6. Your Duty to Maintain the Apartment: You will maintain the apartment in a clean and neat condition and at all times comply with the provisions of the Housing Quality Standards of HUD, State and Local Health and Housing Code Requirements.

7. Alterations: No substantial alteration, addition, or improvements will be made by you in or to the apartment without prior written consent. Such consent will not be unreasonably withheld, but may be conditioned upon your agreeing to restore the apartment to its prior condition before moving out. If you receive our permission to make any changes, every item you install in the apartment will immediately be our property unless otherwise agreed to in writing, but you may use them until the Lease expires.

8. Noises; Peace and Quiet: You agree not to allow in your apartment any excessive noise or other activity which disturbs the peace and quiet of other tenants in the building. We agree to prevent other tenants and other persons in the building or common areas from similarly disturbing your peace and quiet. We agree that we, and that no one acting by or through us, will disturb your peace and quiet.

9. Subleasing: You will not assign this Lease or sublet the apartment without our written consent and the written consent of the Department of Mental Health and

Addiction Services, or its agent. Such consent shall not be withheld without good reason. This paragraph shall not prevent you from accommodating guests for reasonable, short periods of time.

10. Termination: Upon termination of this Lease, you will leave the apartment, remove all personal property belonging to you, and leave the apartment as clean as you found it (normal wear and tear excepted).

WE AGREE TO:

11. Maintenance: We will maintain the apartment in a fit, habitable, and structurally sound condition and we will otherwise comply with the provisions of Chapter 830 of the Connecticut General Statutes, as amended, and the Housing Quality Standards which state the minimum Housing Quality Standards for participation of existing apartments in the Continuum of Care Housing Assistance Payments Program. A copy of the Housing Quality Standards may be found at <http://portal.hud.gov/hudportal/documents/huddoc?id=52580.pdf>

We will maintain the apartment and all equipment provided with it, as well as common areas, facilities and equipment provided for your use and benefit, in compliance with Housing Quality Standards on the basis of which this Lease was approved by the DMHAS, and respond in a reasonable time to your calls for services consistent with said obligation. Where applicable (as in case of multi-unit buildings), such maintenance with respect to common areas, facilities and equipment shall include cleaning, maintenance of lighting and equipment, maintenance of grounds, lawns and shrubs; and removal of snow and ice. Where security equipment and services are to be provided by us, they are as follows:

(Specify, or state "No schedule").

Extermination services will be provided by us as conditions may require. If such services are to be provided on a scheduled basis, the schedule is as follows:

(Specify, or state "No schedule").

We will not discriminate against you in the provision of services or in any other manner, on the grounds of Age, Ancestry, Color, Criminal Conviction, Familial Status, Lawful Source of Income, Learning Disability, Marital Status, Mental Disorder, National Origin, Physical Disability, Race, Religion, Mental Retardation, Sex, Sexual Orientation, Use of a Guide Dog, or on any other grounds specified by federal or state law or regulation.

Inspections: We may not enter the apartment before the termination date of the Lease, except to inspect the premises, to make repairs, or to show the apartment to prospective tenant or purchaser. We will contact you before such entry in order to arrange a time

which would not unreasonably disturb you. Only in case of an emergency may entry be made without prior consent. If such an emergency entry is made, you will be notified.

Repairs: We agree to complete the repairs listed below by the following dates:

- | | <u>Repairs</u> | <u>Date</u> |
|-----|---|-------------|
| 12. | <u>Destruction of the Apartment:</u> If the apartment is rendered uninhabitable by fire, flood, or other natural disaster during the term of this Lease, or by operation of law, this Lease will be terminated. | |
| 13. | <u>Additional Provisions:</u> If any, they are attached, dated, initialed by both parties, and are a part of this Lease. | |
| 14. | <u>Changes:</u> No changes or additions to this Lease will be made except by written agreement between you and us. This Lease and any attachments represent the entire agreement between you and us. | |

15. TERMINATION OF TENANCY:

- a. General: We may not terminate your right to occupy the apartment except for the following reasons:
 - i. Material noncompliance with the Lease.
 - ii. Material failure to carry out your obligations under the State's Landlord and Tenant Act (Chapter 830 of the Connecticut General Statutes).
 - iii. Other good cause, which may include your refusal to accept a modification of the Lease form approved by DMHAS.

All terminations must be in accordance with the provisions of local law and the State of Connecticut's Landlord and Tenant Act and subparagraph c of this paragraph.

- b. NOTICE OF GOOD CAUSE: Your conduct cannot be considered "other good cause" under paragraph 15(a) (iii) unless we have given you prior notice that your conduct constitutes grounds for ending your Lease. We must serve the notice in the same manner as that provided for in paragraph 5.

- c. MATERIAL NONCOMPLIANCE: The term "material noncompliance with the Lease" includes:
- i. One or more substantial violations of the Lease.
 - ii. Repeated minor violations of the Lease which disrupt the livability of the building, adversely affect the health or safety of any persons or the right of any tenant to the quiet enjoyment of the leased apartment and related facilities, interfere with the management of the building or have an adverse financial effect on the building.
 - iii. Non-payment of rent or any other financial obligation due under the Lease (including any portion thereof) beyond any grace period permitted under state law. The payment of rent or any other financial obligation due under the Lease after the due date but within the grace period permitted under State law will constitute a minor violation.
- d. TERMINATION NOTICE:
- (1) We must give you a written notice of any proposed termination of the Lease, stating the reasons and that the Lease is terminated on a certain day and advising you that you have an opportunity to respond to us.
 - (2) When a termination notice is issued for "other good cause" paragraph 15 (a) (iii), the notice will be effective, and it will so state, at the end of a term and in accordance with the termination provisions of the Lease, but in no case earlier than 30 days after you receive the notice. Where the termination notice is based on a material noncompliance with the Lease or material failure to carry out the obligations under the State Landlord and Tenant Act and paragraphs 15 (a) & (b) of this Lease, the time of service must be in accordance with the Lease and State law.
 - (3) If any judicial action is instituted to evict you, we may not rely on any reasons which are different from the reasons which we stated in the notice to you. A copy of the notice must be furnished to the Department of Mental Health and Addiction Services at the same time we send the notice to you.
- e. MODIFICATION OF THE LEASE FORM: We may, with the prior approval of the Department of Mental Health and Addiction Services, modify the terms and conditions of the Lease form effective at the end of the first term or a following term, by serving an appropriate notice to you, together with the offer of a revised Lease or an addition revising the existing Lease. This notice and offer must be received by you at least 30

days prior to the last day on which you have the right to terminate tenancy without being bound by the modified terms and conditions. You may accept the modified terms and conditions by executing the revised Lease or the revised addition which we offer you, or you may reject the modified terms and conditions by giving us written notice in accordance with the Lease that you intend to terminate the Lease. Any increase in rent must in all cases be governed by HUD requirements for the Continuum of Care Program.

16. Notwithstanding anything to the contrary contained in the Lease, any provision, term, condition, covenant or agreement of the Lease which falls within the classifications below shall be inapplicable.
- (1) CONFESSION OF JUDGMENT: Consent by the Tenant to be sued, to admit guilt, or to accept without question any judgment favoring 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 and/or hold it until the Tenant meets any obligation which the Landlord has determined the Tenant has failed to perform.
 - (3) EXCULPATORY CLAUSE: Prior agreement by the Tenant not to hold the Landlord or its agents legally responsible for acts done improperly or for failure to act when it was required to do so.
 - (4) WAIVER OF LEGAL NOTICE: Agreement by the Tenant that the Landlord need not give any notices in connection with (1) a lawsuit against the Tenant for eviction, money damages, or other purpose, or (ii) any other action affecting the Tenant's rights under the Lease
 - (5) WAIVER OF LEGAL PROCEEDINGS: Agreement by the Tenant to allow eviction without a court determination.
 - (6) WAIVER OF JURY TRIAL: Authorization to the Landlord's lawyer to give up the Tenant's rights to trial by jury.
 - (7) WAIVER OF RIGHT TO APPEAL COURT DECISION: Authorization to the Landlord's lawyer to give up the Tenant's right to appeal a decision on the ground of judicial error or to give up 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 cost whenever the Landlord decides to sue the Tenant whether or not the Tenant wins.

17. **We hereby notify you that an operative fire sprinkler system [does / does not] exist at the apartment.**

If an operative fire sprinkler system exists at the apartment in accordance with the foregoing paragraph, its last day of maintenance and inspection was

_____.

As used in this paragraph, the term "fire sprinkler system" means a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish or prevent its further spread.

18. The parties to this Lease agree that we have disclosed to you the possible presence of lead-based paint and/or lead-based paint hazards in the apartment, that you have received the most current version of the Protect Your Home From Lead In Your Home pamphlet approved by the federal Environmental Protection Agency, and that both parties have completed a lead based paint disclosure statement.

WHEREFORE, we, the undersigned, agree to this Lease, by signing two copies (one to be kept by you and one by us).

LANDLORD (print name)

TENANT (print name)

(Signature)

(Signature)

(Date of Signature)

(Date of Signature)

(Signature)

(Signature)

(Date of Signature)

(Date of Signature)