

Lowell Housing Authority
Division of Leased Housing Programs
350 Moody Street, P.O. Box 60, Lowell, MA 01850-0060
Main Office: 978-937-3500 Fax: 978-453-6432

HOUSING CHOICE VOUCHER LEASE

The parties to this Agreement for the following dwelling unit are named below:

Property Owner/Landlord Name

Tenant Name

Address of dwelling unit (number, street and apt. or suite no.)

City, state and ZIP code

A. TERM

The term of this Lease is _____ year, beginning on _____ and continuing through _____ or until and unless there is an earlier termination pursuant to the terms and conditions of this Lease. This Lease shall automatically self-extend from _____ under the same terms and conditions as the initial Lease and shall continue in full force and effect from _____ after the expiration of the initial term of the Lease, unless and until either the Landlord or the Tenant gives the other party _____ days prior written notice of intention to terminate this Lease on the last day of the initial term or the last day of any extended term. In the event that either party elects to terminate this Lease, a copy of the written notice of intention to terminate the Lease shall be provided by said party to the _____ Housing Authority.

B. RENT

- (1) The Rent to Owner (the total monthly rent payable to the Landlord during the term of the Lease) is \$ _____ which is due and payable on or before the first day of every month in advance. Rent to Owner includes payment for any services, maintenance, and utilities to be provided by the Owner in accordance with the Lease.
- (2) The portion of the Rent to Owner payable by the Tenant (“tenant rent”) shall be an amount determined by the PHA in accordance with HUD regulations and requirements. The amount of the tenant rent is subject to change as determined by the PHA during the term of the Lease. Any change in the amount of the tenant rent will be stated in a written notice by the PHA to the Tenant and the Landlord, stating the new amount and the effective date of the change. Initially and until such change the Tenant agrees to pay \$ _____ per month to the Landlord as the tenant rent.

- (3) The tenant rent as determined by the PHA is the maximum amount the Landlord can require the Tenant to pay as rent for the dwelling unit, including all services, maintenance and utilities to be provided by the Landlord in accordance with this Lease.
- (4) Each month, the PHA will pay a housing assistance payment to the Landlord on behalf of the Tenant Family in accordance with the Housing Assistance Payment Contract. The monthly housing assistance payment at initial occupancy is \$ _____

C. SECURITY DEPOSIT

- (1) The Landlord will comply with Massachusetts law regarding security deposits from a Tenant, and shall not collect a security deposit which is more than the general community practice.
- (2) The Landlord will hold the security deposit during the period the Tenant Family occupies the dwelling unit under the Lease. The Landlord shall comply with State and local laws regarding interest payment on security deposits. Landlord understands that Mass. General Law Chapter 186 shall apply to all security deposits taken hereunder.
- (3) After the Tenant Family has moved from the dwelling unit, the Landlord 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 Landlord 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 Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.

D. HOUSING ASSISTANCE PAYMENTS CONTRACT

The Landlord will enter into a Housing Assistance Payments contract (“Contract”) with a Public Housing Agency (“PHA”) under the Section 8 Rental Voucher Program of the U.S. Department of Housing and Urban Development. Under the Contract, the PHA will make housing assistance payments to the Landlord to assist the Family, of which the Tenant is the representative, to lease the dwelling unit from the Landlord.

E. CONFLICT WITH OTHER PROVISIONS OF LEASE

In case of any conflict between the provisions of the Lease, the attached Lease Addendum (Form HUD 52641A) shall prevail.

F. TERM OF LEASE

The term of the Lease shall begin on _____ and shall continue until (1) a termination of the Lease by the Landlord in accordance with the provisions of this Lease, (2) a termination of the Lease by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease, or (3) a termination of the Contract by the PHA.

G. UTILITIES AND APPLIANCES

The Landlord shall provide and pay for the following utilities, as indicated below under Landlord. Tenant shall pay for and maintain the connection of utilities indicated below under Tenant.

(Please specify under the appropriate column the person who will pay for the utility, and/or the utility type.)

Utility	Landlord (Lessor)	Tenant (Lessee)
Electricity		
Cooking (specify type)		
Heat (specify type)		
Hot Water		
Garbage Collection		
Trash Removal		
Refrigerator		
Range		
Water		

The Tenant agrees not to unreasonably waste any fuel or utility service provided by the Landlord.

H. OCCUPANTS

The Landlord and Tenant agree that the only persons authorized to occupy the premises are as listed below:

1.	7.
2.	8.
3.	9.
4.	10.
5.	11.
6.	12.

The parties agree that no other persons will be allowed to occupy said premises unless specific written approval is granted by both the Landlord and the Housing Authority. The Tenant hereby represents and agrees that the persons listed as occupants herein are also listed with the Housing Authority on the Application and/or the most recently updated Continued Occupancy update with the Authority.

I. LANDLORD AGREES:

- (1) To maintain the dwelling unit, equipment and appliances, and common areas and facilities, to provide decent, safe and sanitary housing in accordance with the housing quality standards (24 CFR Section 982.401) for the Section 8 Rental Voucher Program, including the provision of all the services, maintenance and utilities set forth in the Lease, and to comply with Chapter II of the Massachusetts State Sanitary Code.
- (2) To complete repairs by dates specified in notice by the Section 8 Housing Assistance Payments Program.
- (3) Not to discriminate against the Tenant Family in the provision of services or in any manner, on the grounds of age, race, color, creed, religion, sex, handicap or national origin.
- (4) Not to enter the dwelling unit except to inspect the premises, make repairs, or show the unit to a prospective mortgagee, insurer, tenant or purchaser. The Landlord will contact the Tenant before such entry so as not to unreasonably disturb the Tenant, who will not be unreasonable in denying entry. Only in case of an emergency may entry be made without prior consent. If such emergency entry is made, the Tenant shall be notified.

J. TENANT AGREES:

- (1) To pay the Tenant Rent on the first day of each month unless otherwise agreed by the Landlord.
- (2) To maintain the premises in clean, sanitary and neat condition, free of garbage and rubbish, and at all times comply with the provisions of HUD Housing Quality Standards and Chapter II of the Massachusetts State Sanitary Code, and the requirements of the Housing Authority.
- (3) To make no alteration, addition or improvement in or to the dwelling unit without prior written consent to the Landlord. Such consent shall not be unreasonably withheld, but maybe conditioned upon Tenant's agreeing to restore the dwelling unit to its prior condition before moving out.
- (4) Not to allow on the property or premises any disorderly conduct, excessive noise or other activity which disturbs the peace and quiet of other residents or tenants in the building, and to refrain from any conduct, action, inaction, or omission which is detrimental to the safety, cleanliness, and care of the property.
- (5) To use the dwelling unit solely for residence by the Tenant, and as the principal place of residence; and shall not assign the Lease or transfer the unit, or sublet the premises.
- (6) Not to permit the leased premises to be occupied by anyone except those individuals specifically named as household members on the Housing Assistance Program application. Guests may be accommodated, for reasonable short periods of time provided said occupancy is authorized by the Landlord, and in accordance with the regulations of the U.S. Department of Housing and Urban Development, the provisions of the Housing Assistance Payments contract and the policies of the Housing Authority.

- (7)** To vacate the premises at the expiration of the Lease, remove all personal belongings, return the keys to the Landlord and leave the premises as clean and in as good condition as he found them (normal wear and tear excepted).
- (8)** To allow the Housing Authority and/or Landlord to inspect the dwelling unit at reasonable times and after reasonable notice.
- (9)** To be responsible for and pay all damages beyond normal wear and tear.
- (10)** That parking is NOT allowed on the premises or property without the Landlord's express written permission.
- (11)** That no dogs, cats, birds or other animals may be kept in the apartment or on the premises or property without the Landlord's express written permission, such permission is subject to revocation if the Landlord has reason to revoke said permission because of problems resulting from said pet.
- (12)** That the Tenant is responsible for the actions, conduct, and behavior of any and all family members, co-tenants, friends, relatives, guests, visitors or any other persons who are invited or allowed on the premises or property. Failure to properly regulate any of the above persons will subject the Tenant to eviction and /or costs for damages, expenses, other losses.
- (13)** That the Tenant may NOT change or replace locks or add any new locks without the Landlord's permission, and whenever a lock is changed, replaced or added, the Tenant must immediately give the landlord a duplicate key.
- (14)** That the Tenant shall exercise reasonable care to avoid damage to all equipment, fixtures, materials, utilities, floors, ceilings, walls, windows, plumbing, and appliances in the premises including, but not limited to, reporting to the Landlord leaks, damage, and other problems with the property which could create damage thereto and also including sufficient heat to the premises (if the Tenant is required to supply heat hereunder) to avoid damage, expense, or jeopardy to the property.
- (15)** That the Tenant will not do anything to destroy or negate the good appearance of the property including, but not limited to, hanging anything outside the apartment.
- (16)** That the Tenant will not place, maintain, or allow to remain any object or item on stairways, passageways, or hallways in or around the building, or in any way obstruct, impede, or impair any exit, egress, or fire or safety device, or violate any federal, state or local laws, regulations, ordinances or by-laws relating to occupancy, health or safety.
- (17)** That the Tenant will not use or allow the premises to be used for any illegal or improper purpose or in any way which violates federal, state, or local statutes, laws, regulations or ordinances relating to any criminal or penal law, code, sanctions, or enforcement.

K. DESTRUCTION OF PREMISES

If the premises are rendered uninhabitable by fire, flood or other natural disaster during the term of this agreement, this agreement is thereupon terminated.

L. OWNER TERMINATION OF TENANCY

Owner may terminate the tenancy for “grounds” as set forth in Paragraph 8 of the Lease Addendum in accordance with the provisions of Massachusetts state law.

M. ADDITIONAL PROVISIONS

If any, they should be attached, initialed and dated by both parties, and be part of this Lease.

N. CHANGES

No changes or additions to this Lease shall be made except by written agreement between Landlord and Tenant. This Lease and the Lease Addendum and any other attachments represent the entire agreement between Landlord and Tenant.

O. LEASE ADDENDUM

The attached Lease Addendum (form HUD 52641-A) which is annexed hereto is hereby incorporated herein and made a part hereof. If there is any conflict between any of the provisions of the Lease and the provisions contained in said lease Addendum, the provisions of the Lease Addendum (form HUD 52641-A) shall prevail and take precedence over any other such provision.

P. BREACH OF LEASE

Landlord and tenant understand that violation of any of the terms of this lease maybe considered a breach of said Lease, which breach may result in termination of the Lease.

WHEREOF, we the undersigned agree to this Lease, by signing three copies (one to be kept by the Landlord, one by the Tenant and one by the Housing Authority).

PROPERTY OWNER/LANDLORD (LESSOR)
Print Name:
Address (number, street and apt. or suite no.)
City, State and ZIP code
Phone
Email
Signature
Date Signed

TENANT (LESSEE)
Print Name:
Address (number, street and apt. or suite no.)
City, State and ZIP code
Phone
Email
Signature
Date Signed