

PROPERTY NAME
LEASE AGREEMENT

Eligibility for occupancy of this apartment complex is limited by federal law to certain low-income elderly residents. Prior to execution of this lease, Resident must provide management verifications of income and complete an application for housing. By executing this document, Resident agrees to submit to recertification of income and eligibility on annual basis. Resident agrees to cooperate with this process by providing all required information. Failure to comply with the eligibility determination process or the provision of false or misleading information will lead to eviction and possible criminal or civil prosecution.

1. PARTIES AND DWELLING UNIT

The parties in this Agreement are LEGAL PROPERTY OWNERSHIP NAME, referred to as the Landlord, and _____, referred to as the Resident(s). The Landlord leases to the Resident(s) unit number _____, located at PROPERTY NAME AND ADDRESS.

2. PERMITTED OCCUPANTS: Only the following persons will be permitted to occupy the premises:

<u>NAME</u>	<u>DATE OF BIRTH</u>	<u>SOCIAL SECURITY #</u>
_____	_____	_____
_____	_____	_____

No other persons are allowed to move into the premises without Landlord's prior written approval.

3. TERM OF LEASE

The term of this Agreement is one year and will begin on _____ and end on _____. After the initial term ends, the Agreement will continue for successive terms of one year each, unless terminated as permitted by Paragraph 18 of this Agreement.

4. RENT

The Resident agrees to pay \$_____ for the partial month ending on _____. After that, the Resident agrees to pay a rent of \$_____ per month. This amount is due at the Main Office on or before the first day of each month, without demand.

5. CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS

Rent will be payable in advance on the first day of each month. If the resident does not pay the full amount of rent by the close of business on the tenth (10th) day of the month, the Resident will be delinquent and charged a penalty of fifteen (\$15.00) dollars. The Landlord may terminate this Agreement for nonpayment of rent; as explained in Paragraph 18. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Resident. A check returned for non-sufficient funds shall be considered nonpayment of rent and in addition to the late charge, a returned check fee of \$20.00 will be charged.

6. CONDITIONS OF DWELLING UNIT

By signing this Agreement, the Resident acknowledges that the unit is safe, clean and in good condition. The Resident agrees that all appliances and equipment are in good working order, except as described on the Unit Inspection Report. The Resident also agrees that the Landlord has made no promises to decorate, alter, repair, or improve the unit, except as listed on the Unit Inspection Report.

7. UTILITIES

The rent includes the following utilities: Electric, heat, air conditioning, water, sewer and trash removal. Management agrees to provide these services. Resident is responsible for paying optional fees, (cable and/or telephone).

8. SECURITY DEPOSIT

The Resident has deposited \$ 95.00 .

After the Resident has moved from the unit, the Landlord will determine whether the Resident is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- a. The Resident will be eligible for a refund of the security deposit only if the Resident provided the Landlord with the thirty (30) day written notice of intent to move required by Paragraph 18, unless the Resident was unable to give notice for reasons beyond his or her control.

- b. After the Resident has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Resident to participate in the inspection if the Resident so requests it.
- c. The Landlord will refund the amount of the security deposit together with interest, in any, less any amount needed to pay the cost of:
 - (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report, and any uncollected damage pursuant to Paragraph 11a;
 - (3) charges for late payment of rent and returned checks, as described in Paragraph 5; and
 - (4) charges for unreturned keys, as described in Paragraph 9.
- d. The Landlord agrees to refund the amount computed in Paragraph 8c within thirty (30) days after the Resident has permanently moved out of the unit provided that the Resident has given his or her new address to the Landlord. The Landlord will also give the Resident a written list of charges that were subtracted from the deposit. If the Resident disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord will agree to meet with the Resident and informally discuss the disputed charges.
- e. If the unit is being rented, by more than one person, the Residents agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Resident identified in Paragraph 1 of this Agreement.
- f. The Resident understands that the Landlord will not count the security deposit toward the last month's rent or toward repair charges owed by the Resident in accordance with Paragraph 11 prior to the thirty (30) day notice to vacate.

9. KEYS AND LOCKS

The Resident agrees not to install additional or different locks or gates on any doors or windows of the unit. When this Agreement ends, the Resident agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Resident \$5.00 for each key not returned, or replaced during the life of this Agreement.

10. MAINTENANCE

- a. The Landlord will maintain the building common areas of the project in a decent, safe and sanitary condition in conformity with the requirements of local housing codes, applicable governmental regulations and the terms of this Lease. The Landlord will make all necessary repairs to the dwelling unit with reasonable promptness at his own cost and expense, except as otherwise provided in this Lease.

The Landlord will provide maintenance and services as follows:

- (1) The Landlord will maintain the dwelling unit and all equipment provided therewith, as well as common areas, facilities, and equipment provided for the use and benefit of the Resident in compliance with all applicable local, state, and federal laws. The Landlord will respond within a reasonable time to calls made by the Resident for services consistent with said obligation. Where applicable, such maintenance with respect to common areas, facilities, and equipment will include cleaning, maintenance of equipment and lighting, maintenance of grounds, lawns and shrubs, and removal of snow and ice.
 - (2) Landlord will provide extermination services as conditions may require.
 - (3) Repainting on as needed basis as determined by Landlord.
- b. The Resident agrees to:
 - (1) Comply with all obligations upon Resident by applicable provisions of building and housing codes materially affecting health and safety.
 - (2) Keep the premises and other areas as may be assigned to Resident for Resident's exclusive use in a clean, orderly, safe and sanitary condition.
 - (3) The Management Office should be informed of any breakage, damage, or need for repairs to the premises or equipment therein and promptly report any unsafe or unsanitary conditions in the common areas and grounds, which may lead to damage or injury.
 - (4) Dispose of all garbage, rubbish, and other waste into appropriate containers in such manners as prescribed by the Landlord and applicable local laws.
 - (5) Use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, and other facilities and appurtenances including elevators.

- (6) Clean the premises, equipment and appliances supplied to the premises immediately prior to vacating and return the premises to Landlord in as clean and sanitary a condition as when Resident took possession.

11. DAMAGES

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Resident, his or her family or visitors, the Resident agrees to pay:

- a. Reasonable charges for all damages to the premises (including equipment and/or appliance supplied to the premises) and reasonable charges for damage to the project buildings, facilities, or common areas negligently or intentionally caused by Resident or Resident's household members or guests. Said charges are to be made according to the current Schedule of Maintenance Charges posted in the Management Office, and Resident agrees that payment of all such charges will be made within thirty (30) days of the date charges are billed.
- b. Rent for the period the unit is damaged, whether or not the unit is habitable.

12. RESTRICTIONS ON ALTERATIONS

The Resident agrees to comply with the following and agrees to obtain Landlord's written permission for any exceptions:

- a. Supplementary electrical or open-flame space heaters are not permitted.
- b. Park vehicles only in areas designed by Landlord. Vehicles will not be driven over curbs, walks, or lawns or outside of regularly traveled driveways intended for such use. Vehicles must be in running condition with current inspections and current Pennsylvania licenses to remain on the premises. Any motor vehicle not meeting these requirements may be removed by Landlord within forty-eight (48) hours at the expense of the Resident. Repairing or overhauling of vehicles on the premises will not be permitted. Motorcycles and motorbikes or scooters will not be stored in the dwelling unit.
- c. Resident will not park trailers, boats or campers on premises or common areas or streets.
- d. Resident will make no changes, repairs, or alterations to the premises and equipment and will not use tacks, nails, screws, or any fasteners in any part of the premises except in a manner approved by Landlord.

- e. Resident will not store household or personal property outside the dwelling unit. Attic and crawl spaces are not considered storage area and will not be used as such, as this presents a fire hazard.
- f. Resident will not have a waterbed.
- g. Resident will permit no combustible material to be kept on the premises except routine domestic household products stored in approved containers.
- h. Resident will not erect radio aerials or televisions antennas
- i. Resident will not change or remove any part of the appliances, fixtures, or equipment in the unit.
- j. Resident will not be allowed to install washing machines, dryers, freezers, or air conditioners in the unit without written consent from the Landlord.

13. GENERAL RESTRICTIONS

- a. **USE AND OCCUPANCY OF DWELLING:** Resident will use and occupy the premises exclusively as a private dwelling for resident only and for no other purpose and only during such time as the Resident may be eligible. Resident must take physical possession of unit.

GUESTS: Resident is permitted to have guests visit his or her household. However, Management reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that the guest is an unauthorized household occupant. Such suspicion may arise whenever an adult person is making recurring visits or one continuous visit of 14 days and/or nights in a 45-day period. Should the Resident or person in question not provide the requested information needed to confirm other domicile, or should the facts be sufficient to evidence domicile in the project, then Management may consider such person(s) a member of the Resident's household and may enforce any lease covenants shown to be broken and/or require recertification.

This provision permits accommodation of Resident's guests or visitors. Residents must report any guests staying for more than two (2) nights. Approval may be given for accommodations to Resident's out of town guests for a period not to exceed fourteen (14) days. Visits exceeding 14 days will not be authorized unless medical or other extenuating family circumstances exist. Visitors who will provide medical or childcare assistance may be permitted in the residence provided they are reported to the Housing Administrator within forty-eight (48) hours of their arrival.

ASSIGNMENT OR SUBLEASE: Resident will not assign this Lease sublet, or transfer possession of the premises, or give accommodation to boarders or lodgers, whether paying or not. Resident will comply with all

laws affecting the use or occupancy of the premises and with all rules or regulations now or hereafter established or modified by Landlord.

- b. In the event that during the term of the lease the Resident should require the assistance of a Live-in-Aide, the Aide will not be allowed to remain in occupancy should the Resident terminate this Lease Agreement nor will Live-in Aide have rights of survivorship to the unit.
- c. Notwithstanding any other provision of this Lease, the Resident, members of the Resident's household, guests of Resident and other persons under Resident's control will not engage in unlawful activity, including drug-related criminal activity, in the Resident's unit or on the project premises. Such unlawful activity will be cause for termination of tenancy. Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession of a controlled substance as defined in Section 102 of the United States Controlled Substances Act. 21 U.S. Code Section 802. Criminal conviction under federal, state or local law will not be a precondition for termination of tenancy.
- d. Resident will not pursue or conduct any business on the premises, nor will the Resident display any type or description thereof.
- e. Resident will not allow any member of the household or guest to destroy, deface, damage or remove any part of the premises or project.
- f. Resident will not create or permit any disturbing noises in or about Resident's dwelling unit by himself/herself, his/her family, or guests; nor will he/she, his/her family or guests interfere with or materially diminish the rights, comforts or conveniences of other residents or surrounding neighbors. Neither the Resident, his/her family, nor his/her guests will engage in any activity that would constitute an offense against persons, property, public order, or public health or decency, or involve fraud, deception, firearms, or other weapons.
- g. Resident will not refuse the extermination services for rodent or insect infestation.
- h. Resident agrees to comply with Landlord policies and directives, as well as the regulations and laws of all federal, state, municipal and local governments regarding the collection, sorting, separation and recycling of waste products, garbage, refuse, and trash.
- i. Since the tax credit program prohibits households comprised entirely of full-time students, if at any time the management agent discovers that all family members are full-time students, and the household does not qualify for one of the five exceptions, the household will be ineligible for housing and will have to vacate the tax credit unit.

14. RULES

The Resident agrees to obey the rules as explained in the Resident's Handbook. The Resident agrees to obey additional rules established after the effective date of this Agreement if:

- a. The rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort, and convenience of the Residents; and
- b. The Resident received written notice of the proposed rules at least thirty (30) days before the rules are enforced.

15. REGULARLY SCHEDULED RECERTIFICATION

Every year prior to the anniversary date of occupancy, the Landlord will request the Resident to report his/her income and to supply any other information required for the purpose of determining the Resident's Tax Credit Eligibility. The Resident agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Resident. If the Resident does not submit the required recertification information by the date specified in the Landlord's request, the Landlord notifies him or her that he or she is out of compliance and may be evicted.

16. ENTRY OF PREMISES DURING TENANCY

Upon consent of Resident or two (2) days advance notification to Resident, Landlord will be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspection and maintenance for making improvements or repairs. Landlord may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists or that an abandonment has occurred. In the event that the Resident and all adult members of Resident's household are absent from the premises at the time of entry, Landlord will leave on the premises a written statement specifying the date, time and purpose of entry.

17. CHANGES IN RENTAL AGREEMENT

The Landlord may change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term or as required by law. The Resident must receive the notice at least thirty (30) days before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. If the Resident does not accept the amended Agreement, the Landlord may require the Resident to move from the development, as provided in Paragraph 18.

18. TERMINATION OF TENANCY

- a. To terminate this Agreement, the Resident must give the Landlord thirty (30) days written notice before moving from the unit. If the Resident does not give the full thirty (30) days notice, the Resident will be liable for rent up to the end of the thirty (30) days for which notice was required or to the date the unit is re-rented, whichever date comes first.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with state and local law, and the terms of this Agreement. The Landlord may terminate this agreement only for:
 - (1) The Resident's material noncompliance with the terms of this Agreement;
 - (2) The Resident's material failure to carry out obligations under any state Landlord and Resident Act; or
 - (3) Other good cause, which includes but is not limited to, the Resident's refusal to accept the Landlord's proposal to change this Agreement. Terminations for other good cause may only be effective as of the end of any initial or successive term.

Material noncompliance includes but is not limited to: nonpayment of rent beyond any grace period available under state law; failure to reimburse the Landlord within thirty (30) days for repairs made under Paragraph 10 of this Agreement; repeated late payment of rent; permitting unauthorized persons to live in the unit; serious or repeated damage to the unit or common areas; creation of physical hazards or other hazards that will increase the project's hazard insurance premium; serious or repeated violations of the Rental Agreement that disrupts the livability of the project, adversely affect the health or safety of any person or have an adverse financial effect on the project, interfere with the management of the project, adversely affect the rights and quiet enjoyment of other residents; giving the Landlord false information regarding income or other factors considered in determining the Resident's eligibility; failure of the resident to timely supply all required information on the income and/or other eligibility factors.

- c. Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon 30 days written notice. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. In the event the Resident becomes incapacitated and the unit is unoccupied for a period of six (6) months, the Landlord may terminate this lease upon 30 days advance written notice.

- d. If the Landlord proposed the termination of this Agreement, the Landlord agrees to give the Resident written notice of the proposed termination. If the Landlord is terminating this Agreement for other good cause, the Termination notice must be received by the Resident at least thirty (30) days before the date the Resident will be required to move from the unit and only at the end of a lease term. Notices of proposed termination for other reasons must be given in accordance with any time frame set forth in state and local law.

All termination notices must:

- (1) Specify the date this Agreement will be terminated;
 - (2) State grounds for termination with enough detail for the Resident to prepare a defense;
 - (3) Advise the Resident that he or she has ten (10) days within which to discuss the proposed termination of tenancy with the Landlord. The ten (10) day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Resident requests the meeting, the Landlord agrees to discuss the proposed termination with the Resident; and
 - (4) Advise the Resident of his or her right to defend the action in court.
- e. If an eviction is initiated, the Landlord agrees to rely upon those grounds cited in the Termination Notice required by Paragraph (d).

19. HAZARDS

The Resident will not undertake or permit his or her family or guest to undertake any hazardous acts or do anything that will increase the project's insurance premiums. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Resident, the Resident will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

20. PENALTIES FOR SUBMITTING FALSE INFORMATION

If the Resident deliberately submits false information regarding family income, family composition, or other data on which Resident's eligibility is determined, the Resident could become subject to penalties available under federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five (5) years.

21. DISCRIMINATION PROHIBITED

The owner observes the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975 as well as provisions of Commonwealth of Pennsylvania Human Relations Commission.

22. CONTENTS OF THIS AGREEMENT

This lease complies with local, state, and federal laws currently in effect. Pennsylvania law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement you may want to seek assistance from a lawyer or other qualified person.

The Agreement and its Attachments makeup the entire agreement between the Resident and the Landlord regarding the unit. If any court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Residents will continue to be bound by them.

By signing below the Resident certifies that he or she has received a copy of this Agreement.

SIGNATURE(S) Of RESIDENT(S):

Signature – Head of Household

Signature – Co-Head/Spouse

Print Name

Print Name

Date

Date

LEGAL PROPERTY OWNERSHIP NAME

Authorized Agents Signature

Title

Print Name

Date