

Section 8 Tenant-Based Assistance Housing Choice Voucher Program Lease

This lease is in two parts: **Part A** contains required lease information. **Part B** consists of the HUD 52641-A Tenancy Addendum.

Part A: Lease Information

1. **Contract Unit:** (enter address of unit, including apartment number, if any)

2. **Tenant:** (Enter full name of tenant)

3. **Owner:** (Enter name and address of owner)

4. **Initial Term:** The initial term of lease must be a least one year unless a shorter term is approved by the WHA.

The initial term begins on _____

The initial term ends on _____

Following the initial term of the lease, the lease will be renewed automatically on a

month-to-month **indefinite** duration basis until:

- a. termination of the lease by the owner in accordance with this lease;
- b. termination of the lease by the tenant in accordance with this lease;
- c. mutual agreement between the owner and tenant to terminate the lease during the term of the lease;
- d. termination of the Housing Assistance Payments Contract by the WHA;
- e. termination of the tenant family's assistance by the WHA.

5. **Household Members:** (Enter the full names of all family members.)

The family must promptly inform the WHA of the birth, adoption, or court-awarded custody of a child. No other person may reside in the unit without prior written approval by the Owner and the WHA.

6. **Rent to Owner** (total monthly rent):

a. **Tenant Rent to Owner:** _____

b. **Housing Assistance Payment to Owner:** _____

The total rent to owner is the initial rent for this unit. The housing assistance payment to owner shall be payable by the Worcester Housing Agency (WHA) as housing assistance payments on behalf of the tenant. The tenant rent to owner shall be payable by the tenant directly to the Owner. Rent is due and payable on the _____ day of the month beginning on _____.

The amount of the rent to owner is subject to change after the initial term of the lease upon agreement by the owner and tenant. The owner must give the WHA 60 calendar days written notice before commencement of any change in rent. The notice shall state the new rental amount and the date the new rental amount will be effective. Changes in rent shall be subject to the WHA's rent reasonableness requirements.

The amount of tenant rent is subject to change during the term of the lease. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the WHA to the family and owner.

Tenant Initial: _____
Housing Choice Voucher Program Lease

Owner Initial: _____
2/14/2018

Section 8 Tenant-Based Assistance Housing Choice Voucher Program Lease

c. **Penalties for Late Payment of Tenant Rent:** The tenant shall be charged a late charge of _____ for all rent not paid in accordance with the terms and conditions of this lease. Such late charge shall be in addition to the usual monthly rent and will apply if tenant rent is unpaid on the _____ day of the month.

7. **Security Deposit:** The tenant has deposited \$ _____ with the owner as a security deposit. The amount of the security deposit does not exceed the amount of security deposits charged by the owner to unassisted tenants or the private market practice for the area where the unit is located. The security deposit shall be held by the owner in accordance with M.G.L. c. 186, s. 15B.
8. **Pets:** The tenant may may not keep pets. _____
9. **Utilities and Appliances:** The owner shall provide for or pay for the utilities and appliances as indicated below by an "O" without any additional charge to the tenant. The tenant shall provide or pay for the utilities and appliances as indicated below by a "T".

Item		Provided by	Paid by
Heating	Natural gas		
	Bottle gas		
	Oil/Electric		
	Coal/Other		
Cooking	Natural gas		
	Bottle gas		
	Oil/Electric		
	Coal/Other		
Other Electric			
Air Conditioning			

Item			
Water heating	Natural gas		
	Bottle gas		
	Oil/Electric		
	Coal/Other		
Water			
Sewer			
Trash Collection			
Range/Microwave			
Refrigerator			
Other (specify)			

The owner shall provide the following additional appliances for the dwelling unit. (If none specified, no additional appliances are provided.)

10. **Maintenance and Services:**

Security equipment and services to be provided by the owner. (If none are specified, it is assumed there are none.)

The owner shall provide Extermination service as conditions may require. If such service is to be provided on a scheduled basis, the schedule is as follows: (if none specified, it is assumed that none are provided.)

11. **Lease termination or move out by family:** The tenant may terminate the lease without cause at any time after the initial term of the lease by giving a **30 calendar day** written notice to the owner. The tenant must notify the WHA and the owner before the family moves out of the unit.

12. **Maintenance and Services:**

- The owner shall maintain the dwelling unit, equipment and owner-furnished appliances, and common areas and facilities, to provide decent, safe and sanitary housing in accordance with the HQS, including the provision of all the services, maintenance and utilities set forth above.
- The owner shall respond in a reasonable time to calls by the tenant for services to maintain the dwelling unit. 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.

13. **Tenant's Obligations:**

Tenant Initial: _____
Housing Choice Voucher Program Lease

Owner Initial: _____
2/14/2018

Section 8 Tenant-Based Assistance Housing Choice Voucher Program Lease

The tenant shall keep the dwelling unit in a clean and sanitary condition and upon termination of this lease surrender the dwelling unit to the owner in as good condition as it is on the beginning date of this lease, reasonable wear and tear and damage by the elements excepted.

The tenant shall immediately notify the owner of any defects, dilapidation, or dangerous conditions. The tenant will be responsible for damages to the unit and premises, other than normal wear and tear, that are caused by any member of the tenant's family, guests of the tenant, and persons under the tenant's control.

Instruction: Select the appropriate option below.

The repair of tenant-caused damages must be made by the tenant, but only in accordance with the owner's specifications and with prior written owner approval.

The repair of tenant-caused damages must be completed by the owner at the expense of the tenant.

a. Inspection of the unit

The owner or owner's agent may enter the dwelling unit only for the following purposes:

- 1) In case of emergency
- 2) To make repairs
- 3) To exhibit the unit to prospective purchasers, mortgagees, tenants and workmen
- 4) When the tenant has abandoned the unit
- 5) Pursuant to a court order

The tenant shall not unreasonably withhold consent to the owner to enter for such purposes.

The owner shall, except in an emergency such as a fire, give the tenant at least twenty-four hours notice of the intent to enter, and may only then enter during reasonable business hours. If an emergency occurs, the owner shall notify the tenant in writing of the date, time, purpose and results of such entry within two days.

b. Occupancy of the unit

The tenant agrees not to assign this lease, nor to sublet or transfer possession of the premises, nor to give accommodation to boarders or lodgers without the written consent of the owner and prior approval of the WHA.

The tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for the tenant and the tenant's family.

No guests or visitors shall occupy the unit for a period of greater than twenty one (21) days in a twelve (12) month period.

This provision does not apply to reasonable accommodation of tenant's guests or visitors whose stay is less than thirty (30) days.

***The unit may only be used for legal, profit-making activities by the tenant if such activities do not detract from the principal use of the unit as a residence, and are approved in writing in advance by both the owner and the WHA.**

c. Noise and Criminal Activity

The tenant agrees not to allow any excessive noise or other activity on the premises which materially disturbs the peace and quiet of other tenants in the building. The owner agrees to prevent other tenants and other persons in the building or common areas from similarly disturbing the tenant's peace and quiet.

The tenant shall refrain from engaging in any criminal or illegal activity in the unit or on the premises. The tenant agrees that no household member, guest, or any person under any household member's control shall engage in any criminal or illegal activity in the unit or on the premises.

14. Changes in lease or rent:

If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give the WHA a copy of such changes. The lease, including any changes, must be in accordance with HUD requirements.

The following changes in the lease will require the owner and tenant to submit a new request for approval of tenancy and are subject to approval by the WHA in accordance with program requirements.

Tenant Initial: _____
Housing Choice Voucher Program Lease

Owner Initial: _____
2/14/2018

