

Tenant Lease

Section 8 Tenant-Based Assistance Housing Choice Voucher Program

This lease is in three parts: **Part A** contains required lease information. **Part B** consists of the HUD 52641-A Tenancy Addendum, and **Part C** contains additional lease provisions.

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 at least one year unless a shorter term is approved by the PHA.

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 **0 month-to-month 0 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 PHA;
- e. termination of the tenant family's assistance by the PHA.

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

The family must promptly inform the PHA 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 PHA.

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 Public Housing Agency (PHA) 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 PHA 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 PHA'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 PHA to the family and owner.

c. **Penalties for Late Payment of Tenant Rent:** The tenant shall be charged a late charge 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.

Tenant Lease

Section 8 Tenant-Based Assistance Housing Choice Voucher Program

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.
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		Provided by	Paid by
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 **0 30 calendar day 0 60 calendar** day written notice to the owner. The tenant must notify the PHA and the owner before the family moves out of the unit.

SIGNATURES:

TENANT

Signature of Tenant

Date Signed

OWNER

Signature of Owner

Date Signed