

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 C: Additional Provisions

1. Maintenance and Services:

- a. 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 in Part A of the lease.
- b. 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.

2. Tenant's Obligations:

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. Delete the other option.

***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 PHA.

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.

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 PHA.**

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c. Noise

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.

3. 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 PHA 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 PHA in accordance with program requirements.

- a. Any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances.
- b. Any changes in lease provisions governing the term of the lease.
- c. If the family moves to a new unit, even if the unit is in the same building or complex.

PHA approval is not required for changes in the lease other than those listed in this section.

The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and any such changes shall be subject to rent reasonableness requirements. Rent reasonableness requirements are included in the Housing Assistance Payments (HAP) Contract for the Section 8 Tenant-Based Assistance Housing Choice Voucher Program, Section 6, Rent to Owner: Reasonable Rent.