

Lease - Section 8 Tenant-Based Assistance - Rental Voucher Program

This Lease is made the _____ day of _____, 20_____, between

_____ owner,
and _____ tenant.

Now, therefore, the owner hereby leases to the tenant and the tenant hereby leases from the owner
the contract unit located at _____,

_____, Delaware, under the terms and conditions stated herein.
The family of the tenant consists of:

1. Term of Lease

a. Initial term of lease (The initial term must be for at least one year).

The initial term begins on: _____ The initial term ends on: _____

b. Lease renewal. Unless terminated in accordance with paragraphs 7, 12, 13, and/or 15, this lease is automatically renewed on a month-to-month basis as required by HUD.

2. Rent

The total rent to owner for the contract unit is \$_____ per month. The tenant's portion of this rent is \$_____ per month and it is due and payable on the first day of the month. The amount of the rent to owner is _____ subject to change during the lease in accordance with this lease.

3. Security Deposit

- a. The owner may collect a security deposit from the tenant subject to State and local law. It shall not be in excess of security deposits for the owner's unassisted units. The security deposit for this unit is \$_____.
- b. When the family moves out of the unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. Within twenty (20) days after the termination of the lease, the owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

4. Definitions

DSHA. Delaware State Housing Authority.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract. The HAP contract is a contract between DSHA and the owner. DSHA pays housing assistance payments to the owner in accordance with the HAP contract.

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HQS. Housing Quality Standards.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters, as regulations, *Federal Register* notices or other binding program directives.

Lease. The lease by the owner to the tenant. The lease includes language required by HUD.

Owner. Any person or entity with the legal right to lease a unit to a participant.

Premises. The building or complex in which the unit is located, including common areas and grounds.

Program. The Section 8 voucher program.

Rent to owner. The total monthly rent payable to the owner for the unit. Rent to owner is the sum of the portion of rent payable by the tenant plus the DSHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member who leases the unit from the owner.

Unit. The housing unit rented by the tenant.

Voucher program. The Section 8 rental voucher program. Under this program, HUD provides funds to DSHA for rent subsidy on behalf of eligible families. The tenancy under this lease will be assisted with rent subsidy for a tenancy under the voucher program.

5. Section 8 Program

This agreement is a lease between the tenant and the owner. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 voucher program of the United States Department of Housing and Urban Development (HUD).

The owner will enter into a Housing Assistance Payments Contract (HAP Contract) with DSHA under the voucher program. Under the HAP Contract, DSHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

6. Lease

The lease has been approved by DSHA. The lease may not be revised unless any lease revision has been approved in writing by DSHA.

7. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

8. Maintenance, Utilities, Appliances and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) The owner is not responsible for damages beyond normal wear and tear caused by any member of the household or guest.
- (3) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. Housing services

The owner must provide all housing services as agreed to in the lease.

The family must pay for any utilities and provide any appliances the owner is not required to pay for or provide under the lease. The utilities and appliances marked in column 1 are provided by the owner and are included in the rent. Those marked in column 2 are paid by the tenant.

<u>Type of Utility</u>	<u>Column 1-Owner</u>	<u>Column 2-Tenant</u>
Garbage Collection	_____	
Water	_____	
Sewer	_____	
Heating	_____	
(Specify Type)_____	_____	
Cooking	_____	
(Specify Type)	_____	
Electric	_____	
Air Conditioning	_____	
Water Heating	_____	
(Specify Type)	_____	
<u>Appliance</u>		
Range or Microwave	_____	
(Write Appliance in applicable column)		
Refrigerator	_____	_____

The owner shall provide the following other appliance(s) for the unit:

The owner shall respond in a reasonable time to calls by the tenant for services consistent with said obligation. Where applicable (as in the case of multi-unit buildings), such 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. Where security equipment and services are to be provided by the owner they are as follows: (Specify, or state "NONE".)

Extermination service shall be provided by the owner as conditions may require. If such service is to be provided on a scheduled basis, the schedule is as follows: (Specify, or state "NO SCHEDULE".)

Repainting shall be provided as conditions may require. If such service is to be provided on a scheduled basis, the schedule is as follows: (Specify, or state "NO SCHEDULE".)

9. Rent to Owner

- a. During the term of this lease, the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by DSHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.
- b. Each month, DSHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistant payment will be determined by DSHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by DSHA's housing assistance payment under the HAP contract between the owner and DSHA. DSHA's failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of DSHA's housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to tenant.

10. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services which may be provided by the owner.
- b. This lease does not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

11. Use of Unit

- a. During the lease term, the family will reside in the unit with assistance under the program.
- b. The members of the household must be approved by DSHA. Additional persons may not be added to the household without prior written approval of the owner and DSHA.
- c. The unit may be used only for residence by DSHA approved household members.
- d. The tenant may not sublease or sublet the unit.
- e. The tenant may not assign the lease or transfer the unit.

12. DSHA's Termination of Assistance

DSHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If DSHA terminates program assistance for the family, the lease terminates automatically.

13. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with lease and HUD requirements.
- b. **Grounds.** During the initial term of the lease or during any renewal term, the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity**
 - (1) The owner may terminate the tenancy if any member of the household, a guest or another person under the tenant's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
 - (b) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises ; or
 - (c) Any drug-related criminal activity on or near the premises.
 - (2) The owner may terminate the tenancy if any member of the household engages in any of the following types of activity:

- (a) Illegal use of a controlled substance; or
 - (b) Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- (3) The owner may terminate the tenancy if any member of the household is:
- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.

d. Other good cause for termination of tenancy

- (1) During the first year of the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
 - (2) During the initial term of the lease or during any renewal term, other good cause includes:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
 - (3) After the first year of the lease, such good cause includes:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent)
- (e) **Eviction by court action.** The owner may only evict the tenant by a court action.
- (f) **Owner notice of grounds.**
- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
 - (2) The owner must give DSHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
 - (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

14. Offer of New Lease

The owner may offer the family a new lease, for a term beginning at any time after the initial term. The owner must give the tenant written notice of the offer with a copy to DSHA, at least 60 calendar days before the proposed beginning date of the new lease term. The offer must specify a reasonable time limit for acceptance by the family.

15. Lease Termination or Move Out by Family

a. Termination after first year. The tenant may terminate the lease without cause at any time after the first year if the tenant gives the owner written notice at least 60 calendar days before the termination. The lease may not require the tenant to give more than 60 calendar days notice of such termination to the owner.

b. Exceptions. The tenant may terminate the lease at any time by giving the owner 30 days written notice, (the 30 days notice begins on the first day of the month after notice is given) **only if:**

A change in location of the tenant's employment by the tenant's present employer requires the tenant to move;

The tenant must move because of serious illness, or serious illness or death of a member of tenant's immediate family who resides in the contract unit, which requires a change in location of residence;

Upon the death of the tenant, the surviving spouse or estate representative may terminate the rental agreement;

The tenant enters active military service; or

The tenant is accepted for housing at a senior citizen housing facility.

The tenant who terminates under these conditions may be held responsible for renovating and reletting costs not to exceed one month's rent.

c. The tenant must notify DSHA and the owner before the family moves out of the unit.

16. Execution of HAP Contract

a. This lease is not effective until DSHA has executed the HAP contract with owner.

b. The HAP contract must be executed within 60 calendar days from the beginning of the lease term. If not, this lease shall be void.

17. Tenant for tenant and tenant's heirs, executors and administrators agrees as follows:

To pay the rent herein stated promptly when due, without any deductions whatsoever, and without any obligation on the part of the owner to make any demand for the same except as required by applicable law;

To keep the contract unit in a clean and sanitary condition, and to comply with all laws, health and policy requirements with respect to said premises and appurtenances, and to save the owner harmless from all fines, penalties, and costs for violation or noncompliance by tenant with any of said laws, requirements or regulations, and from all liability arising out of any such violations or noncompliances;

Not to use the contract unit for any purpose deemed hazardous by insurance companies carrying insurance thereon;

That if any damage to the contract unit or other premises shall be caused by tenant's acts or neglect, the tenant shall forthwith repair such damage at tenant's own expense, and should the tenant fail or refuse to make such repairs within a reasonable time after occurrence of such damage, the owner may, at owner's option, make such repairs and charge the cost thereof to the tenant and tenant shall thereupon reimburse the owner for the total cost of damages so caused;

To permit the owner, or owner's agents, or any representative of any holder of a mortgage on the contract unit or when authorized by the owner, the employees of any contractor, utility company, municipal agency or others, to enter the

contract unit for the purpose of making reasonable inspections and repairs and replacements. Such entry of the contract unit may occur upon reasonable advance notification to the tenant. The owner may enter the contract unit at any time without advance notification when there is a reasonable cause to believe that any emergency exists;

Not to install a washing machine, dryer, or air conditioner in the contract unit without the prior approval of the owner;

To have no animals or pets of any kind in the contract unit, other than those expressly permitted in writing by the owner;

Not to assign this lease, sublet the contract unit, give accommodations to any roomers or lodgers, or permit the use of the contract unit for any purpose other than as a private dwelling solely for the tenant and tenant's family;

That the contract unit described herein has been inspected and meets with tenant's approval. The tenant acknowledges hereby that said premises have been satisfactorily completed and that the owner will not be required to repaint, plaster, or otherwise perform any work, labor or services which the owner has already performed for the tenant. The tenant admits that said premises are in a tenable condition and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the owner in as good condition as when received, reasonable wear and tear excepted;

That no alteration, addition, or improvements shall be made in or to the contract unit without the prior consent of the owner in writing. No additional locks shall be placed on any doors of the said premises. Upon termination of the lease, the tenant shall surrender to the owner all keys to said premises. The cost of replacing lost keys will be borne by the tenant; and

Not to waste utilities furnished by the owner; not to use utilities or equipment for any improper or unauthorized purpose; and not to place fixtures, signs or fences in or about the contract unit without the prior permission of the owner in writing. If such permission is obtained, tenant agrees, upon termination of the lease, to remove any fixtures, signs or fences, at the option of the owner, without damage to said premises.

By signing this lease, tenant acknowledges receipt of the rules and regulations of the owner and tenant acknowledges that the rules and regulations are binding under the terms of this lease. Said rules and regulations may be changed from time to time and shall be binding on the tenant from the date of posting in the lobby and delivery of a copy thereof to tenant.

Tenant covenants that tenant, tenant's family and guests will observe such rules and regulations.

By signing this lease, tenant acknowledges receipt of a Summary of the Landlord-Tenant Code prepared by the Attorney General of the State of Delaware. It is agreed by the owner and tenant that the rights, obligations and remedies contained in the Landlord-Tenant Code are hereby incorporated by reference into this Rental Agreement.

18. Prohibited Lease Provisions

The following types of lease provisions are prohibited by HUD. If there is any prohibited provision in this lease, the provision shall be void.

- a. Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner, in a lawsuit brought in connection with the lease.
- b. Treatment of personal property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant, and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property left in the contract unit after the tenant has moved out. The owner may dispose of this personal property in accordance with State and local law.
- c. Excusing owner from responsibility.** Agreement by the tenant not to hold the owner or owner's agent legally responsible for any action or failure to act, whether intentional or negligent.
- d. Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit against the tenant without notice to the tenant.

- e. **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members:
 - (1) Without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or
 - (2) Before a court decision on the rights of the parties.
- f. **Waiver of jury trial.** Agreement by the tenant to waive any right to a trial by jury.
- g. **Waiver of right to appeal court decision.** Agreement by the tenant to waive any right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- h. **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay the owner's attorney fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. However, the tenant may be obligated to pay costs if the tenant loses.

19. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

20. Subordination

This agreement shall be subordinate in respect to any mortgages that are now on or that hereafter may be placed against said contract unit, and the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this agreement, irrespective of the date of recording and the tenant agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this agreement to any mortgage or mortgages, and a refusal to execute such instrument shall be a violation of the terms of this lease.

21. Non-Waiver

Failure of the owner to insist upon the strict performance of the terms, covenants, agreements, and conditions, herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the owner's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

22. Quiet Enjoyment

In return for the tenant's continued fulfillment of the terms and conditions of this agreement, the owner covenants that the tenant may at all times while this agreement remains in effect, have and enjoy for tenant's sole use and benefit the contract unit herein described.

23. Conflict with Other Provisions of Lease

- a. The terms of this lease are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case any conflict between the provisions of the lease required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required lease shall control.

24. Written Notices

When this lease requires any notice by the tenant or the owner, the notice must be in writing and a copy sent to DSHA.

ALL TENANTS ARE STRONGLY URGED TO OBTAIN INSURANCE ON PERSONAL PROPERTY SINCE THE OWNER'S INSURANCE DOES NOT COVER SUCH LOSSES.

Signatures

Tenant

Signature

Print Name

Co-Tenant (Signature)

Address

Date

Date

Witness for all parties

Owner

Signature

Print Name

Address

Date

Phone

**Delaware State Housing Authority
Section 8 Program Office
26 The Green
Dover, DE 19901
(302) 739-7419**

Revised: September 2002