

Lease

Lease – Provided by Landlord. A lease must be for (1) one year. A blank lease will need to be returned with the packet, leaving the dates and signatures off. The lease must include the term dates, rent amount, deposit and what utilities paid by tenant and by landlord. **Signed lease needs to be turned in after inspection passes with 2 HAP Contracts.**

HAP contract and Lease dates must match and cannot be before a Housing Quality Standards inspection.

HUD Regulation:

982.308 Lease and tenancy.

(a) *Tenant's legal capacity.* The tenant must have legal capacity to enter a lease under State and local law. “Legal capacity” means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

(b) *Form of lease.* (1) The tenant and the owner must enter a written lease for the unit. The lease must be executed by the owner and the tenant.

(2) If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form (plus the HUD-prescribed tenancy addendum). If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease (including the HUD-prescribed tenancy addendum). The HAP contract prescribed by HUD will contain the owner's certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease is in such standard form.

(c) *State and local law.* The PHA may review the lease to determine if the lease complies with State and local law. The PHA may decline to approve the tenancy if the PHA determines that the lease does not comply with State or local law.

(d) *Required information.* The lease must specify all of the following:

- (1) The names of the owner and the tenant;
- (2) The unit rented (address, apartment number, and any other information needed to identify the contract unit);
- (3) The term of the lease (initial term and any provisions for renewal);
- (4) The amount of the monthly rent to owner; and
- (5) A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

(f) *Tenancy addendum.* (1) The HAP contract form required by HUD shall include an addendum (the “tenancy addendum”), that sets forth:(i) The tenancy requirements for the program (in accordance with this section and §§ 982.309 and 982.310); and(ii) The composition of the household as approved by the PHA (family members and any PHA-approved live-in aide).

(2) **All provisions in the HUD-required tenancy addendum must be added word-for-word to the owner's standard form lease that is used by the owner for unassisted tenants.** The tenant shall have the right to enforce the tenancy addendum against the owner, and the terms of the tenancy addendum shall prevail over any other provisions of the lease.

I understand the lease requirements for the Housing Choice Voucher Program

Owner/Property Manager Signature: _____ Date: _____