

LEASE AGREEMENT

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

1. DESCRIPTION OF THE PARTIES AND PREMISES

This Lease Agreement, made and entered into this date _____ between _____, the Landlord and _____, The Tenant and his/her family consisting of the occupants listed below, is for the premises commonly known as _____, and everything in the property.

	Household Member	Relationship to Head of House	Sex	Birth Date	Age on _____
1.		Head of household			
2.					
3.					
4.					
5.					
6.					
7.					
8.					

The Landlord and the Tenant will enter into a Tenancy Addendum (HUD-52641-A), and the Landlord shall also enter into a Housing Assistance Payments Contract ("Contract") with the Livonia Housing Commission ("LHC") under Section 8 Housing Choice Voucher Program of the U.S. Department of Housing and Urban Development ("HUD"). The amount of the total monthly rent payable to the Landlord during the term of this Lease called the "Contract Rent" shall be in accordance with the Contract between the Landlord and the LHC. Each month, the LHC will pay a Housing Assistance Payment (HAP) to the Landlord on behalf of the Tenant in accordance with the Contract. The monthly Housing Assistance Payment is the difference between the Contract Rent and the Tenant Rent. The HAP payment is the the tenant portion of the rent deducted from the rent.

2. RENTAL AMOUNT AND TERM OF ASSISTED LEASE AGREEMENT

The monthly rental amount for the lease of the above described premises shall be \$_____.00, payable monthly in advance, due on or before the first day of the month.

Of the total rent, \$_____ .00 shall be **PAID BY THE LHC** as housing assistance payments on behalf of the Tenant, and \$_____ .00 shall be **PAID BY THE TENANT**. This amount is the maximum amount the Landlord can require the Tenant to pay for rent of the dwelling unit, including all services, maintenance, and utilities to be provided by the Landlord in accordance with the lease.

The initial term of this Lease Agreement shall begin on the _____. The initial term of this Lease Agreement ends on the _____ and shall be automatically extended indefinitely on a month to month basis, unless one of the following occurs:

- a. A termination of the Lease Agreement by the Landlord in accordance with Section 7 of this lease.
- b. A termination of the Lease Agreement by the Tenant in accordance with the lease or by mutual agreement during the term of the Lease Agreement, or
- c. A termination of the Contract by the LHC.

3. ADJUSTMENTS TO THE TENANT RENT AND ADJUSTMENT NOTIFICATION

The Tenant Rent will be an amount determined by the LHC in accordance with HUD regulations and requirements. The amount of the Tenant Rent is subject to change by reason of changes in the Tenant's family income, family composition, or extent or exceptional medical or other unusual expenses, in accordance with HUD-established schedules and criteria, or by reason of adjustment by the LHC of any applicable Allowance for Utilities and Other Services. Any changes in the amount of the Tenant Rent shall be by written notice to the Tenant and the Landlord stating the new amount and the effective date of the change, by means of a "Rent Adjustment Notification Form".

4. AGREEMENTS OF THE LANDLORD

- a. The Landlord shall promptly notify the LHC within 30 days of the Tenant's failure to pay the Tenant Rent when due. The Landlord shall also notify the LHC of the action the Landlord intends to take or has taken to cure this default under the terms and conditions of this Lease. Failure by the Landlord to comply with this provision shall adversely affect the Landlord's right to collect unpaid rent under the Contract.
- b. The Landlord shall not assess and the Tenant shall not pay extra payments in addition to the Tenant Rent stipulated in this Lease.

- c. This Lease has been executed by the Landlord and Tenant strictly as a "rental" agreement and the Landlord and Tenant understand that this is not a Lease with an Option to Buy. If the LHC determines that the Landlord and Tenant intend the Lease to function as a lease with an Option to buy, the LHC may terminate the Contract.
- d. By Execution of this Lease the Landlord and Tenant agree that no other lease executed by them shall govern the rights and obligations of the Landlord and Tenant including any increases in rent during the Lease term unless approved in writing by the LHC.
- e. The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, age, national origin, handicap or marital status.
- f. The Landlord warrants and represents that the total Contract Rent does not exceed the rents charged by the Landlord for other comparable unassisted units. The Landlord understands and agrees that if the LHC determines the Contract Rent materially exceeds the rent charged by the Landlord for other comparable units that the LHC is empowered under the Contract to terminate or reduce housing assistance payments to the Landlord.
- g. The Landlord shall notify the tenant of any change of The Landlord's address or contact information by writing.

5. MAINTENANCE AND SERVICES

The Landlord shall maintain the dwelling unit, equipment and appliances, and common areas and facilities, to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (24 CFR Section 882.109) for the Program, including the provision of all the services, maintenance, and utilities set forth in this Lease.

6. TERMINATION OF RESIDENCE

- A. The landlord must follow state law and the HAP contract.
- B. The Tenant must pay the utilities. If The Tenant fails to pay the utilities the shut off notice must be sent to the Landlord.
- C. The Landlord may evict the Tenant from the unit only by instituting a court action. The Landlord must notify the LHC in writing of the commencement of procedures for termination of tenancy, at the same time that the Landlord gives notice to the Tenant under State or local law. The notice to the LHC may be given by furnishing the LHC a copy of the notice to the Tenant. If The Tenant wishes to contest the eviction, The Tenant must go to court.
- D. The Tenant is able to send a rescission letter to The Housing Commission. A rescission is the cancellation of the lease agreement on amicable terms by both The Tenant and the Landlord. This brings back both parties to the status before they entered the lease agreement.

7. UTILITIES, SERVICES, AND APPLIANCES

The Landlord/owner shall provide or pay for the utilities and appliances indicated below by an "O", without any additional charge to the Tenant. The tenant shall provide or pay for the utilities and appliances indicated below by a "T". The Tenant shall pay separately for all utilities not set forth in this section of the lease.

Item	Specify fuel type-circle one	Paid by T=Tenant or O=Owner
Heating	Natural Gas, Electric, Other	
Water Heating	Natural Gas, Electric, Other	
Cooking	Natural Gas, Electric, Other	
Electric		
Water		
Sewer		
Range	Who is the provider?	
Refrigerator	Who is the provider?	
A/C		
Other (specify)		

For those utilities and services for which the Tenant is responsible, the Tenant agrees to have utilities and service accounts carried in his/her name throughout the full term of the Lease Agreement, to pay appropriate and/or required deposits for such utilities and services, and to pay all billings for utilities consumed or services provided when rendered.

For those utilities and services included in the Contract rent, the Landlord agrees to promptly pay for all billings rendered. The Landlord shall not be responsible for failure to furnish utilities or services by reason of any cause beyond the Landlord's control.

8. PLACE OF PAYMENT AND LATE FEE

Rent shall be payable to the Landlord at the address shown in Section 30 or such other place as the Landlord may, from time to time, designate in writing. A late fee may be assessed on the Tenant Rent after the day of the month when the Tenant Rent is due, (but not on the LHC's payment, if such payment is late) as a penalty for late payment. The late fee, if applicable, shall be \$ _____ per month. However, in no event shall the late fee exceed the fee normally or customarily charged by the Landlord to other Tenants not receiving assistance under the program.

9. ELIGIBILITY CONSIDERATIONS

The Tenant acknowledges that the Tenant's family income, family composition, and other eligibility considerations are material to this Lease and the Contract Rent, and the Tenant agrees to comply promptly with all reasonable requests of the Landlord, the LHC, or HUD for information, certifications, or recertification's, concerning the Tenant's family income, family composition, and any other eligibility requirements including requests for interim re-examination and determination of annual income, adjusted income, Total Tenant Payment, and the Tenant Rent.

The Tenant shall immediately advise the LHC of the following changes in income or family composition if they occur between the regularly scheduled recertification of family income required under the Program administered by the LHC.

- a. Any changes in the family composition which results when any household member moves from the dwelling unit **OR** the Tenant's family size increases (for example; birth, adoption, gained custody, etc.);
- b. Employment undertaken by any member of the household 18 years of age and over who was previously reported as unemployed on the most recent certification of family income who is not a full time student.
- c. A change (either an increase or decrease) in income for any household member.

10. INELIGIBILITY

Termination of eligibility to receive the benefits of housing assistance payments will not affect the Tenant's other rights under this lease nor will such termination preclude the resumption of housing assistance payments as a result of later changes in income, rents or other relevant circumstances during the term of the Contract. However, eligibility also may be terminated in accordance with HUD requirements for such reasons as failure to submit requested verification information.

11. OCCUPANCY OF THE PREMISES

The Tenant may not assign this lease or sublet the dwelling unit or any part of the dwelling unit without the prior written consent of the LHC and the Landlord. The Tenant shall not give accommodation to any roomer; lodger or other person not identified in this lease, nor permit the use of the dwelling unit for any purpose other than as a private dwelling solely for the use of the Tenant and the Tenant's family. An assignment or sublease of the dwelling unit shall not entitle the Landlord continued Housing Assistance Payments by the LHC.

12. RESPONSIBILITIES OF THE TENANT

In addition to such other requirements as may be imposed on the Tenant by law, the Tenant, for himself and his successors in interest, agrees as follows:

- a. To pay the Tenant rent promptly, when due, without demand and without deduction or offset of any nature.
- b. To keep the dwelling unit in a clean, safe, sanitary and decent condition, and to comply with all applicable health and safety laws, and rules and regulations.
- c. To notify the Landlord immediately, in writing, when repairs need to be made. If the Landlord fails to make the necessary repairs in a timely manner, it is the Tenant's responsibility to notify the LHC.
- d. To permit the Landlord or the LHC, including their authorized agents and representatives, to enter the dwelling unit at such reasonable times as the Landlord or the LHC may deem necessary or appropriate for the purpose of making reasonable inspections and repairs.
- e. To repair, at the Tenant's own expense, any damage caused to the dwelling unit by the Tenant's family, licensees or invitees. In the event the Tenant shall fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the Landlord may, at its option, make such repairs and charge the cost of such repairs to the Tenant and the Tenant shall promptly reimburse the Landlord for such expenditures. The Tenant is responsible for damages to the dwelling unit caused by the Tenant, the Tenant's family, licensees or invitees. Failure to comply with this covenant is grounds for termination of the Tenant from the Program.
- f. To keep no animals or pets of any kind in the dwelling unit except with the prior written approval of the Landlord.
- g. To make no alterations, additions, modifications, or improvements to the dwelling unit except with the prior written approval of the Landlord.
- h. Not to install additional appliances or remove any appliance from the dwelling unit without prior written approval of the Landlord.
- i. Not to waste utilities provided by the Landlord; not to use utilities or equipment for any improper or unauthorized purpose, and not to place fixtures, signs or fences in or about the dwelling unit without prior written approval of the Landlord.



- j. Report:
 1. All income changes and family size changes immediately to the LHC in writing
 2. If you are receiving Food Assistance, you must inform your caseworker at DHS of housing assistance payments being paid by the LHC on your behalf in writing.
 3. Any telephone number changes should be reported immediately to the LHC in writing.

FAILURE TO COMPLY WITH THESE ITEMS MAY RESULT IN EVICTION FROM THE DWELLING UNIT OR TERMINATION FROM THE PROGRAM.

13. INSPECTION OF DWELLING UNIT AND INVENTORY CHECKLIST

The Tenant, by the execution of this lease, agrees that the dwelling unit has been inspected by the Tenant and that the dwelling unit is in a satisfactory and habitable condition.

The Tenant agrees that when the Tenant vacates the dwelling unit to return the dwelling unit to the Landlord in as good a condition as when received, except for reasonable wear and tear.

14. SECURITY DEPOSIT

- a. The Tenant has deposited the sum of \$ _____ with the Landlord as a security deposit. The Landlord shall comply with HUD regulations regarding security deposits from the Tenant, and shall not collect a security deposit which is more than the maximum permitted under the HUD regulations and state law.
- b. The Landlord will hold the security deposit during the period the Tenant Family occupies the dwelling unit under the lease. The Landlord shall comply with State and local laws regarding security deposits.
- c. After the Tenant has moved from the dwelling unit, the Landlord may (subject to State and local law) use the security deposit, including any interest on the security deposit, as reimbursement for any unpaid Tenant Rent or other amounts, which the Tenant owes under the lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall refund the full amount of the balance to the Tenant within thirty days.
- d. The Tenant must notify the Landlord in writing within four (4) days after moving of a forwarding address where the Tenant may be reached or where mail may be received; otherwise, the Landlord shall be relieved of sending the Tenant an itemized list of damages and the penalties inherent under State laws to the failure. Failure to provide the information relieves the Landlord of the requirement of notice of damages.
- e. The Security Deposit shall be deposited in a regulated financial institution, or a bond will be secured through a surety company.
The name and address of said financial institution is _____.

15. ENTRY OF PREMISES DURING TERM OF ASSISTED LEASE AGREEMENT

The Tenant agrees that the Landlord or his duly authorized Agent/Representative or employee may, upon reasonable notice, enter the dwelling unit for the purpose of performing routine inspections of the condition, for making improvements or repairs, or to examine the dwelling unit for re-leasing. Such entry may be made only during reasonable hours. The Landlord, his duly authorized Agent/Representative or employee may enter the dwelling unit at any time, without advance notice, when there is reasonable cause to believe that:

- a. An emergency exists.
- b. An extreme hazard involving life, health or safety or severe property damage exists.

If the Tenant refuses to allow lawful access to the dwelling unit, the Landlord may obtain injunctive relief to compel access, or may terminate the Lease Agreement. In such instances, the Landlord may recover actual damages. In the event the Tenant and all other adult members of the household are absent at the time of entry a written statement specifying date, time, and purpose of entry shall be prepared and left prior to leaving the dwelling unit.

16. ADJUSTMENT TO RENT BY THE LANDLORD

If a rent increase is desired by the Landlord, a written notice must be provided to both the Tenant and the LHC at least 60 days prior to the Tenant's program participation anniversary date. The Landlord and the Tenant shall execute a Rent Adjustment Notification form indicating any increase in the Contract Rent, the LHC's Housing Assistance Payment and the Tenant Rent in accordance with HUD requirements (see also Section 2 of this lease).

17. OFFER OF NEW LEASE

After approval of a proposed new Lease by the LHC in accordance with HUD regulations, the Landlord may offer the Tenant Family the proposed new Lease for execution on behalf of the Tenant Family, for a term beginning at any time after the first year of the term of this Lease. The Landlord shall give the Tenant written notice of the offer, with a copy to the LHC, at least 60 days before the proposed commencement date of the new Lease term. The offer may specify a reasonable time limit for acceptance by the Tenant Family.

18. TERMINATION OF LEASE BY THE TENANT

The Tenant may terminate the Lease without cause at any time after the first year of the term of the Lease, with 30 days advance written notice by the Tenant to the Landlord (with a copy to the LHC). The provisions of this subsection are not intended to limit the rights of the Tenant to terminate the Lease, as provided elsewhere in

this Agreement, for cause or other non-performance by the Landlord; or to terminate the Lease by written mutual agreement between both parties with 30 days advance written notice (with a copy to the LHC).

19. LEASE SUBJECT TO EXECUTION OF CONTRACT

This lease has been signed by the parties on the condition that the LHC will promptly execute a Contract with the Landlord. This lease shall not become effective unless the LHC has executed a Contract with the Landlord effective the first day of the term of the lease.

20. PROHIBITED LEASE PROVISIONS

Notwithstanding anything to the contrary contained in this lease, any provision of this lease, which falls within the classifications below, shall be inapplicable:

- a. A Confession of Judgment. Prior consent by the Tenant to be sued, to admit guilt or to a judgment in favor of the Landlord in a lawsuit brought in connection with the lease.
- b. Seize or Hold Property for Rent or Other Charges. Authorization to the Landlord to take property of the Tenant, or hold property of the Tenant, as a pledge or security until the Tenant meets any obligation which the Landlord has determined the Tenant has failed to perform.
- c. Exculpatory Clause. Agreement by the Tenant not to hold the Landlord or the Landlords' agents legally responsible for any action or failure to act, whether intentional or negligent.
- d. Waiver of Legal Notice. Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
- e. Waiver of Legal Proceedings. Agreement by the Tenant that the Landlord may evict the Tenant or hold or sell possessions of the Tenant if the Landlord determines that the Tenant has violated the lease, without notice to the Tenant or any court decision on the rights of the parties.
- f. Waiver of Jury Trial. Authorization to the Landlord to waive the Tenant's right to a trial by Jury.
- g. Waiver of Right to Appeal Court Decision. Authorization to the Landlord to waive the Tenant's right to appeal a decision on the ground of judicial error or to waive the Tenant's right to sue to prevent a judgment from being put into effect.
- h. The Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

21. DEFAULT

In the event that the Tenant shall fail to pay the Tenant Rent when due or shall otherwise be in default under the terms and conditions of this lease, or if the Tenant shall abandon or vacate the dwelling unit, then the Landlord shall have the right to terminate this lease and, subject to the provisions of Section 7 and applicable law, to enter the dwelling unit, take and retain possession of the dwelling unit and exclude the Tenant from the dwelling unit. If the tenant vacates without notice, the tenant will lose use of the voucher and all benefits that come accordingly with the voucher. In the event of abandonment, the Landlord may remove, at the Tenant's expense, all the Tenants' personal effects and property found in or about the dwelling unit. Further, the Tenant shall be liable to the Landlord for any and all damages sustained as a result of any such default. The Tenant agrees that all remedies provided in this lease are cumulative of all other remedies provided by law.

22. WAIVER

Failure of the Landlord to insist upon the strict performance of the terms, items, agreements, and conditions contained in this lease or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord rights to enforce any such term, item, agreement or condition, but the same shall continue in full force and effect.

23. QUIET ENJOYMENT

The Landlord agrees that in consideration of the payment of the rent and the performance by the Tenant of all the terms and conditions and the observation by the Tenant of all rules and regulations applicable to the dwelling unit, the Tenant shall and may peacefully and quietly have hold, and enjoy the leased dwelling unit. The Tenant acknowledges receipt of a copy of the applicable rules and regulations and agreements to observe and perform these rules and regulations.

24. LAWS OF MICHIGAN

This lease shall be governed by and construed under the laws of the State of Michigan.

25. HEADINGS

The headings in this lease are for reference purposes only and shall not be construed as part of this lease.

26. DISCLAIMER/RELEASE AGREEMENT

If, after execution of the Contract and Lease and after review of the Contract documentation of the LHC, either the LHC, the Landlord, or the Tenant discovers an error in the calculation of the Housing Assistance Payments and/or the Tenant Rent, the Landlord and the Tenant agree and authorize the LHC to make changes to the Contract and Lease in order to correct clerical and/or arithmetic errors made in the calculation of the Housing Assistance Payments and/or the Tenant Rent, but not the Contract Rent. The Contract and the Lease shall be immediately corrected by attaching a Rent Adjustment Notification form to the Contract and Lease.



27. MODIFICATIONS TO ASSISTED LEASE AGREEMENT

This Lease Agreement and documents incorporated herein by reference hereto, together with any future adjustments of monthly rent or housing assistance, evidence the entire agreement between the Landlord and the Tenant. In return of the Tenant's continued fulfillment of the terms and conditions of the Lease Agreement, the Landlord agrees that while the Lease Agreement remains in effect the Tenant may at all times, have and enjoy for his/her sole use and benefit the premises herein above described.

28. NOTICES AND MANAGEMENT AGENT

Any notice required under this Lease may be combined with and run concurrently with any notice required under State or local law. Other notices required to be served in accordance with this lease shall be in writing and served by registered mail as follows:

To Owner or Designee:

To Resident:

The effective date of the notices shall be the date on which the notice is received. Either party may, at any time, designate by written notice to the other a change in the above address, or addressees.

29. OWNER NOTIFICATION FOR TERMINATION OF LEASE

The owner must provide a 90 day notice to the Tenant and the Livonia Housing Commission whenever the HAP contract will terminate because of an owner opt-out or expiration of the HAP contract. For the Tenant-based voucher programs, "owner opt-out" means owner termination of tenancy of an assisted family for an "other good cause" which is a business or economic reason. An owner is not required to provide this termination notice when terminating tenancy under a lease for nonpayment of rent or other lease violations or for "other good cause" other than for a business or economic reason. (PIH 94-77: 10/27/94).

30. INDEMNITY, HOLD HARMLESS

The parties hereto understand that the Livonia Housing Commission and/or the City of Livonia are not parties to this agreement and the parties hereto agree to indemnify and save the Livonia Housing Commission and/or the City of Livonia harmless from any loss, costs, damages, expense (including reasonable attorney fees), suffered or incurred by either party hereto by reason of failure of either party to this agreement to perform any of the obligations arising hereunder.

IN WITNESS OF this Lease, the parties have executed this Lease as of the day and year shown below.

DATE: _____

TENANT:

x

WITNESS

DATE: _____

LANDLORD:

x

WITNESS

Property owner shall give the Tenant two blank copies of a rental inventory list that shall include all items in the unit owned by the Property Owner. Said list must be completed by the Tenant within seven (7) days after moving in. The Tenant must keep a copy and send a copy to Property Owner.

"You must notify your Landlord in writing within four (4) days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your Landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure."

The Property Owner shall send the Tenant a list of damages, the cost of repair of each item, and a check to cover the balance within thirty (30) days after the Tenant has moved out. If this is not done, the property owner automatically agrees that the Tenant is entitled to his/her full deposit.

The Tenant must notify the Property Owner within seven (7) days after he/she receives the list of damages whether he/she agrees with the damages listed or not. Failure to respond constitutes agreement by the Tenant to the damages listed. If agreement cannot be reached, Property Owner must sue the Tenant for damages within forty-five (45) days after the Tenant has moved.

REVISED: May, 2012

