RESIDENTIAL PROPERTY LEASE AGREEMENT

1. DESCRIPTION TO THE PARTIES AND PREMISES

On this _____ day of _____, 20____, _____ (Owner) does hereby lease the property to _____ (Tenant) for use only by the household members named below.

Street Address	
City, State, Zip Code	
Head of Household	
Household Members	

2. TERM AND RENEWAL

The initial term of this lease begins on the _____ day of _____, 20____ and ends at 12:00 midnight on the _____ day of _____, 20____. The lease shall automatically renew after the initial term (choose one):

☐ Month to Month ☐ Year to Year

3. AMOUNT AND DUE DATE OF RENTAL PAYMENTS AND LATE CHARGES

- The monthly Contract Rent shall be $_____
- The monthly Housing Assistance Payment (HAP) to owner shall be $_____
- The monthly Tenant Rent to Owner shall be $_____
- Each month beginning _____, 20____, rent shall be due and payable by the _____ day of the month, or the next business day thereafter, in the event the rent due date is a Saturday, Sunday or legal holiday.
- A charge of $_____ will be charged as a penalty for late payments received after the _____ day of the month, or the next business day thereafter, in the event the rent due date is a Saturday, Sunday or legal holiday unless the tenant has informed the owner/agent of good cause for the late rent.

4. SECURITY DEPOSIT

- The tenant agrees to pay $_____ as a Security Deposit to be used by the owner at the termination of this lease. The Security Deposit may be used toward the reimbursement of the cost of repairing any damages (other than regular wear & tear) made to the dwelling unit. The damages must have been caused by the tenant, household members, or any other person on the premises, with the consent of the tenant or any other member of the household. The Security Deposit may also be used toward any rent or other charges owed by the tenant.
- The owner **must** return the Security Deposit to the tenant within thirty (30) calendar days after the tenant vacates the unit less any deductions for costs indicted above. The Security Deposit may not be used to pay rent or other charges while the tenant is occupying the dwelling unit.

5. APPLIANCES

The owner shall provide the appliances indicated below by an "O" and the tenant shall provide the appliances indicated below by a "T". The owner agrees to maintain any appliances indicated below by an "O" and the tenant agrees to maintain any appliances indicated below by a "T".

APPLIANCES	PROVIDED BY	
Range	☐ O	☐ T
Refrigerator	☐ O	☐ T

6. UTILITIES

The owner shall provide the utilities indicated below by an "O" and the tenant shall provide the utilities indicated below by a "T". The owner agrees to be directly billed by all utility companies for any utilities to be paid by the owner. The tenant agrees to be directly billed by all utility companies for any utilities to be paid by the tenant.

UTILITY	FUEL TYPE				PAID BY	
Heating	☐ Natural Gas	☐ Bottle Gas	☐ Oil	☐ Electric	☐ O	☐ T
Cooking	☐ Natural Gas	☐ Bottle Gas	☐ Oil	☐ Electric	☐ O	☐ T
Water Heating	☐ Natural Gas	☐ Bottle Gas	☐ Oil	☐ Electric	☐ O	☐ T
Other Electric					☐ O	☐ T
Water					☐ O	☐ T
Sewer					☐ O	☐ T
Trash Collection					☐ O	☐ T

7. OCCUPANCY OF THE DWELLING UNIT

The tenant shall have the right to exclusive use/occupancy of the premises, which shall include reasonable accommodations of the tenant's guests and visitors. Written authorization is required from the owner before any additional person(s) may occupy the dwelling unit as a full time resident.

8. TENANT OBLIGATIONS

The tenant shall do all of the following:

- Maintain the unit in a decent, safe and sanitary manner;
- Dispose of all garbage and other waste in a decent, safe and sanitary manner;
- Keep all plumbing fixtures in the dwelling unit as clean as the condition permits;
- Use and operate all electrical and plumbing fixtures properly;
- Comply with the requirements imposed on tenants by applicable state and local housing, health and safety codes;
- Personally refrain and forbid any other person(s) on the premises, with his/her permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other component of the premises;
- Conduct himself/herself, and require any other person(s) on the premises with his/her consent, to conduct themselves in a manner that will not disturb any persons right to peaceful enjoyment of the premises;
- Conduct himself/herself, and require any other person(s) in his/her household and any other person(s) on the premises with his/her consent, to conduct themselves, in connection with the premises, so as not to violate the prohibitions contained in Chapters 2925. and 3719. of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances;
- Pay rent in a timely manner;
- Do not provide any type of accommodations for boarders or lodgers;
- Obtain prior approval to maintain any animal(s) or pet(s) on the premises;
- Be responsible for any damage to the premises beyond regular wear and tear, due to an animal or pet that is on the premises with the consent of the tenant or a member of the household;
- Pay for utilities timely, where such utilities are supplied and billed directly to the tenant by a utility company;
- Notify the owner promptly of known need for any repair(s) to the dwelling unit;
- Refrain from any illegal activity that impairs the physical or social environment of the dwelling unit; and
- The tenant shall not unreasonably withhold consent for the owner/agent to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary or agreed repairs, decorations, alterations or improvements, deliver parcels that are too large for the tenant's mail facilities, supply necessary or agreed services or exhibit the dwelling unit to prospective/actual purchasers, mortgagees, tenants, workmen or contractors.

9. OWNER OBLIGATIONS

The owner shall do all of the following:

- Comply with the requirements of all applicable building & safety codes that affect the health and safety of all person(s) on the premises;
- Make all repairs that are reasonably necessary to keep the premises in a decent, safe and sanitary manner;
- Keep all common areas of the premises in a decent, safe and sanitary condition;
- Maintain all electrical, plumbing, heating, ventilating, fixtures, and elevators in safe working condition;
- If the unit leased under this rental agreement is part of a structure that includes four or more dwelling units, the owner shall provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of a dwelling unit, and arrange for their removal;
- Supply running water, reasonable amounts of hot water and reasonable heat at all times;
- Not abuse the right of access conferred by division (B) of section 5321.05 of the Revised Code;
- Except in the case of an emergency, the owner shall give the tenant reasonable notice of their intent to enter the premises. The owner shall enter the premises only at reasonable times and after reasonable notice. Twenty-four hours is presumed to be reasonable notice in the absence of evidence to the contrary. If an emergency occurs, the owner/agent shall, within two (2) calendar days thereafter, notify the tenant, in writing, of the date, time, purpose and results of such entry; and
- In accordance with equal opportunity statutes, executive orders, regulations and State and local laws, owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, disability, creed, marital status, sexual orientation or reliance on public assistance in connection with this lease.

10. TERMINATION & RENEWAL OF LEASE

- The tenant may choose not to renew this lease, without cause, at the end of any lease term. The tenant must give the owner written notice of not less than thirty (30) calendar days prior to the proposed termination date. The tenant agrees to return the keys to the owner/agent when he/she vacates.
- During any lease term, the owner may terminate this lease for any serious tenant violations of the lease by giving the tenant proper written notice of not less than thirty (30) calendar days prior to the proposed termination date. In the case of non-payment of rent, the owner must give the tenant proper written notice of not less than five (5) calendar days prior to the proposed termination date. The owner may choose not to renew this lease, without cause, at the end of any lease term by giving the tenant prior written notice of not less than thirty (30) calendar days prior to the proposed termination date.

11. OTHER CONDITIONS

The Tenancy Addendum, HUD form 52641-A, which can also be found in Part C of the Housing Assistance Payments Contract, sets forth the tenancy requirements for the Section 8 Housing Choice Voucher program.

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When this lease requires notice by the tenant or owner, the notice must be in writing. The tenant and owner/Agent's signature below acknowledges that both have read this Residential Lease, understand it, and agree to abide by the terms of said Lease.

Tenant	**Owner/Agent**
_____	_____
Print Name	**Print Name**
_____	_____
Signature **Date**	**Signature** **Date**