

MACLAY COMMONS

DWELLING LEASE

Maclay Commons Limited Partnership as Owner, relying upon representations made by the Tenant as to household composition, income, and employment to further the goals of the Partnership to provide affordable housing, hereby enters into this Apartment Lease Agreement for the referenced premises upon the following terms and conditions:

1. DWELLING UNIT:

Address:

No. of Bedrooms

2. FAMILY COMPOSITION:

Head of Household (Tenant):

Household Members:

3. MANAGING AGENT: The Owner hereby designates and discloses that the Missoula Housing Authority is authorized to manage the premises and authorized to act for and on behalf of the Owner.

4. LEASE TERM: The term of this Lease shall begin on _____, 20____, and end on _____, 20____, which shall be the final date of this Lease. The Lease will automatically renew for successive one month terms unless terminated by either party, or unless renewed by the parties signing a new Lease.

5. AMOUNTS DUE UNDER THE LEASE: The amount of rent is subject to change as determined by Owner in accordance with the Maclay Commons Limited Partnership Management Plan, which Tenant agrees has been made available to Tenant, during the term of the Lease.

A. Rent for the period beginning _____, 20____, and ending at midnight on _____, 20____, is \$ _____. Thereafter, monthly rent in the amount of \$ _____.00 will be due on or before the first (1st) day of each month. Payments should be made by check or money order. No cash will be accepted.

B. Payments made as rent will be applied to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed. This shall not be construed to require the acceptance by the Owner of rent payments tendered for a period subsequent to the expiration of a notice to terminate. Acceptance by the Owner of delinquent rent owed shall not constitute a renewal or reinstatement of the lease or agreement to a month to month tenancy or abandonment of any proceedings to terminate tenancy.

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- C. Security Deposit: Tenant must pay \$ 50.00 as a security deposit against cleaning and or damage costs (beyond normal wear and tear) incurred during the tenancy.

If Tenant provides at least thirty (30) days notice of intent to vacate, Owner will return this deposit, less any costs for cleaning, damage or other amounts Tenant owes at the end of the tenancy. Owner will provide Tenant an itemized list of all charges deducted from the deposit.

- 1. Owner will return the security deposit with less than 30 days notice if the rent is paid in full for the entire 30 day notice period and the unit has been returned to its move-in condition and is ready to be leased immediately.
- D. Late Charge: All rent not received in full by the fifth (5th) calendar day of the month will be assessed a \$25.00 late charge. Owner may begin proceedings to terminate tenancy for failure to pay rent at any time after the fifth of the month.
- E. Returned Check Charge: All checks returned for non-sufficient funds (NSF) will be assessed a \$20.00 handling charge. Tenant will be required to make future rent payments by money order or certified check only for a period of one (1) year.
- F. Attorney, Court and Eviction Cost: In the event that a suit or action is brought by either party against the other, the Court shall award attorney fees and costs incurred as appropriate. In the event of an eviction, the Tenant understands and agrees that Owner or law enforcement may remove all personal property from the premises or from the public way outside the premises and dispose of such property or store such property solely at the option of the Owner. Tenant agrees to pay the Owner the actual costs of such removal, disposal and/or storage together with any other reasonable costs associated with the eviction.
- G. Utilities: Owner agrees to furnish the following utilities for the dwelling unit without any additional charges to the Tenant: water, sewer, garbage, electricity, natural gas. Tenant agrees to pay any charges for telephone, Internet access, and/or cable/satellite television service. The Owner will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

6. INSPECTIONS:

- A. Pre-Occupancy: Owner and Tenant or Tenant's representative shall inspect the unit before Tenant moves in. Owner shall give Tenant a written statement of the condition of the unit and equipment in the unit. Owner and Tenant will sign this statement and Owner will place a copy in the Tenant's folder.
- B. Annual: Owner will perform an annual inspection to ensure compliance with HUD Housing Choice Voucher regulations.
- C. Termination: Owner will perform a termination inspection on Tenant's move-out date. Any cleaning or repairs beyond normal wear and tear that are necessary at that time will be charged to Tenant. Tenant and/or Tenant's representative may take part in this inspection if Tenant gives proper notice of intent to vacate. Owner will send an itemized

list of charges to Tenant's last known mailing address, along with any security deposit refund due.

- D. Owner may schedule special inspections at any time if there are concerns about lease agreement violations, or health or safety issues. Owner will notify you in writing of the concerns, and the date and time of a special inspection. If you are not home when the inspector arrives, the inspector will use a pass key to enter the unit.

7. CONDITION OF DWELLING UNIT: By signing this Lease, Tenant acknowledges that the unit is safe, clean, and in good condition. The Tenant further agrees that all appliances and equipment in the unit are in good working order, except as may be described on the Unit Move-In Inspection Report which is attached to this Lease and made a part hereof.

8. DWELLING UNIT EQUIPMENT: Owner shall provide the unit with a stove, refrigerator, dishwasher, window coverings, and furniture and household goods as listed in the attached inventory.

9. PET POLICY: Pets are allowed in Maclay Commons Apartments in accordance with the pet policy outlined in the Rules of Occupancy attached and made a part of this Lease Agreement. All pets must be approved **in advance** by Owner. Owner will grant or deny permission for a pet according to HUD regulations, requirements arising under the Americans with Disabilities Acts (ADA) and Owner's policy as set forth in the Rules of Occupancy. Tenant agrees to comply with all rules of the pet policy set forth in the Rules of Occupancy. The pet policy does not apply to animals that assist or provide service to persons with disabilities, referred to in this policy as "service animals."

- A. Owner has the right to remove a pet whose conduct is determined to constitute a nuisance or a threat to the health or safety of others.
- B. Violation of the pet policy is a substantial violation of this Lease and will result in removal of the pet, termination of tenancy, or both.

10. OWNER'S ACCESS TO UNIT DURING TENANCY

- A. Tenant agrees to allow Owner reasonable entry into the unit for inspections; necessary or agreed repairs, decorations, alterations, or improvements; necessary or agreed services; or to exhibit the unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
- B. Owner may enter the unit without Tenant's consent in case of emergency.
- C. Owner will not abuse the right of access or use it to harass Tenant. Owner shall give Tenant at least 24 hours notice of its intent to enter and will enter only at reasonable times except in cases of emergency.
- D. Tenant may not remove a lock, replace, or add a lock without Owner's written permission.

- E. If Tenant and all other adult family members are absent from the unit at the time of entry, Owner will leave a written notice specifying the date, time, and purpose of entry before leaving the unit.

11. NOTICE: Any notice required under the Lease is sufficient if delivered in writing to Tenant, an adult household member, or sent by first class, properly addressed mail. Notice to Owner must be in writing and delivered personally or sent by first class mail to 1235 34th Street, Missoula, MT 59801, or other such address as notified by Owner.

12. OWNER'S OBLIGATIONS

- A. Owner will follow all applicable regulations and building and housing codes materially affecting health and safety.
- B. Owner will, subject to Tenant's obligations set forth in Section 13, repair and do whatever is necessary to put and keep the premises in a fit and habitable condition.
- C. Owner will offer standard alternative accommodations if available, if it cannot make necessary repairs within a reasonable time.
- D. If repairs or alternative accommodations are not offered or made as described in Section 12(C), Owner will reduce rent in proportion to the damage and loss of value as a dwelling. There is no reduction in rent if Tenant rejects the alternative accommodation or if Tenant, a member of Tenant's household, or Tenant's guest caused the damage.
- E. Owner will keep all common areas of the premises in a clean and safe condition.
- F. Owner will maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances that it supplies.
- G. Owner will provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit, and arrange for their removal.
- H. Owner will supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1.
- I. Owner will install an approved smoke detector in each dwelling unit. At the beginning of the rental agreement, Owner shall verify that the smoke detector is in good working order. Tenant shall maintain the smoke detector in good working order during the rental period.
 - 1. Tenant disabling of any smoke detector is a substantial violation of the Lease and may result in termination of tenancy.

13. TENANT'S OBLIGATIONS

- A. Tenant may not assign the Agreement or sublease the premises.
- B. Tenant may not provide accommodations for boarders or lodgers.

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- C. Guests are allowed as outlined in the Supportive Services Housing Rules of Occupancy, which are incorporated as part of this Lease Agreement.
- D. Visitors who engage in prohibited behavior as provided in this agreement will not be allowed on the premises. Persons who have been excluded from the premises will not be allowed on the premises.
- G. Tenant may use premises solely as a private dwelling for his/her own household as identified in the Agreement, and shall not use or permit its use for any other purpose.
 - 1. Owner may allow certain home occupations upon written application and approval. Tenant must follow any local laws and regulations regarding home occupations, including but not limited to business license and zoning compliance.
- E. Tenant shall obey all obligations set forth in applicable building and housing codes materially affecting health and safety.
- F. Tenant shall keep the premises and other such areas under his/her control for his exclusive use in a clean and safe condition.
- H. Tenant shall not make, or cause to be made, duplicate keys to individual dwelling units or common areas of the building.
- I. Tenant shall not store any inoperable or unlicensed motor vehicles on MHA property.
- J. Tenant shall not store any campers, trailers, boats, or other motorized recreational vehicles on Owner's property, unless approved in writing by housing staff.
- K. Tenant shall dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner.
- L. Tenant shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances.
- M. Tenant will pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project building, facilities, or common areas that Tenant or guest causes. Repair charges are due within thirty (30) days of the date billed.
- N. Tenant and all other persons on the premises with Tenant's consent shall not disturb their neighbors' peaceful enjoyment of their accommodations.
- O. Tenant and visitors shall comply with the zero tolerance policy. No alcohol or drugs, except those permitted by a physician's prescription, are allowed on the premises.
- P. Tenant shall notify MHA of any absence that may exceed three (3) days.
- Q. Tenant shall follow the MHA pet policy described in Section 6 above. Tenant will not allow any animal in the unit or upon the grounds adjacent to the unit without prior written MHA approval, including animals that assist persons with disabilities.

- R. Tenant shall immediately notify MHA of any needed repairs or defects. All requests for routine maintenance should be made to the office during normal office hours. Please place maintenance calls as early in the day as possible to allow time for scheduling of work. In the case of an emergency when the office is closed, call the emergency beeper number (327-8207). Examples of emergencies are broken or frozen water pipes, no heat, broken windows, or anything that threatens the health or safety of you and your family.
- S. Tenant shall not make any repairs or alterations to the unit without prior written MHA approval.
- T. This Agreement incorporates the Supportive Services Housing Rules of Occupancy, Supportive Services Housing Program Lease Addendum and all rules and regulations listed in the Agreement. MHA reserves the right, in its sole discretion, to change the Supportive Services Housing Rules of Occupancy and the Lease Agreement at any time in the future, with notice when required by law. Changes to the Lease Agreement must be in writing and signed by both parties, but changes to the Rules of Occupancy are at MHA's sole discretion.
- U. Tenant shall attend meetings with MHA and provide requested information for the purpose of rent recertification, dwelling size determinations, and HUD and tax credit program administration.

13. EXCLUSION OF NON-RESIDENTS: MHA is committed to providing a safe and decent environment throughout Owner's property. Tenant agrees to MHA's reservation of the following rights to aid in providing a safe and decent environment throughout Owner's property.

- A. MHA reserves the right to prohibit non-residents soliciting and/or trespassing on Owner's property.
- B. MHA reserves the right to exclude non-residents, including but not limited to Tenant's guests who: (1) disturb other residents' peaceful enjoyment of their accommodations, community facilities, or other areas of Owner's property; (2) engage in illegal or other activity which would impair the physical or social environment on Owner's property; (3) engage in any criminal activity threatening other residents, guests, Owner, MHA or Poverello Center employees, contractors, and/or law enforcement officials' health, safety or peaceful enjoyment of Owner's properties; (4) engage in drug-related criminal activity on Owner's property; (5) destroy, deface, damage or remove Owner, Contractor, or Manager's equipment, vehicles, and/or any part of the dwellings, buildings, facilities, or other areas of Owner's properties; (6) engage in the illegal use or illegal possession of firearms and/or other offensive weapons on Owner's property; and/or (7) intentionally violate rules, regulations, policies, and/or procedures established for the benefit and well being of residents, property, and law enforcement officials.
- C. Any Tenant who disagrees with MHA's exclusion of a guest may submit the matter to the Informal Review Procedure set forth in this Agreement.
- D. Any person excluded under this Section shall be excluded for a period determined by the MHA Executive Director or one (1) year from the date they are notified of the exclusion, whichever is shorter.

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14. TERMINATION OF TENANCY

- A. Tenant may terminate the Agreement by giving MHA at least thirty (30) days written notice of intent to vacate.
- B. MHA may terminate the Agreement for substantial and/or repeated violations of the Agreement or the Supportive Services Housing Rules of Occupancy, or other good cause. A substantial violation of the Agreement includes, but is not limited to the following:
 - 1. Failure to repay MHA within thirty (30) days for repairs made under Section 12 of the Agreement;
 - 2. Failure to repay MHA for assistance overpayments or in accordance with Payment Agreements;
 - 3. Permitting visitors to remain on the premises before 8:00 a.m. or after 10:00 p.m. or overnight without the approval of housing staff, or allowing onto the property a person who has been excluded under Section 13;
 - 4. Serious or repeated damage to the unit or common areas;
 - 5. Repeated late rent payments;
 - 6. Failure to pay rent;
 - 7. Failure to pay late rent charges;
 - 8. Failure to report increases in household income within ten (10) days of the change;
 - 9. Disabling of a smoke detector;
 - 10. Failure to provide information necessary to administer MHA programs;
 - 11. Modification of a dwelling unit, including changing or adding a lock, without prior written MHA approval;
 - 12. Engaging in or threatening behavior that endangers the life, health or safety of any staff, agency personnel, residents, guests, neighbors, family members, contractors, or law enforcement;
 - 13. Serious or repeated disturbance of other residents' peaceful enjoyment of their accommodations, community facilities, or other areas of Owner's property.
 - 14. Housing an unauthorized pet.
 - 15. Bringing alcohol or drugs, other than those prescribed for tenant by a physician, on the premises, or permitting a visitor to bring alcohol or drugs onto the premises.

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16. Failing to comply with the Supportive Services Housing Lease Addendum or Rules of Occupancy.

C. MHA may terminate the Agreement if Tenant, any visitor or guest, or any other person under the Tenant's control engages in any of the following activities:

1. Violent criminal activity on or near Owner's property that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, guests, Owner/Manager employees, contractors, subcontractors or agents of the housing authority;
2. Other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the residence by persons residing in the immediate vicinity of the premises, or that threatens the health or safety of the housing authority, or any employee, contractor, subcontractor or agent of the housing authority;
3. Drug-related criminal activity on or near the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance;
4. Use or a pattern of use of alcohol that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
5. Discovery that Tenant is a felon 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 any high or serious misdemeanor;
6. Violation of a condition of probation or parole imposed under Federal or State law;
7. Commission of any felony or misdemeanor;
8. Neither arrest nor conviction for criminal or drug-related activity or use of alcohol shall be a prerequisite for initiation of eviction proceedings against the tenant.
8. The MHA shall terminate assistance **permanently** for persons convicted of manufacturing or producing methamphetamine on the premises. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

D. In cases where MHA elects to terminate the Agreement, a written notice of termination of tenancy will be served on the Tenant which states the date the tenancy will terminate. Notice will be served by sending a prepaid first class properly addressed letter (return receipt requested) to the tenant at the dwelling unit, or by delivering a copy of the notice to the dwelling unit. The date will be in accordance with the following:

1. Failure to pay rent or repeated late payments: five (5) working days after notice is served unless rent and late charges are paid within that time;

2. Allowing unauthorized guests to reside in the unit in violation of Section 12(C) or allowing onto the property a person who has been excluded under Section 13: three (3) days after notice is served;
3. Violation of the pet policy: three (3) days after notice is served;
4. Violent or drug-related criminal activity as noted in Section 14 above, or other criminal activity which threatens the health, safety, or right to peaceful enjoyment of the premises by others: three (3) days after notice if served.
5. Other criminal activity that threatens the health or safety of the housing authority, residents, guests, or any employee, law enforcement officer, contractor, subcontractor or agent of the housing authority who is involved in the housing operations: three (3) days after notice is served.
6. Bringing alcohol or drugs, other than those prescribed for tenant by a physician, on the premises, or permitting a visitor to bring alcohol or drugs onto the premises: three (3) days after notice is served.
7. If the tenant, or guest of the tenant, destroys, defaces, damages, impairs, or removes any part of the premises: three (3) days after notice is served.
8. If it is discovered that the tenant is a felon fleeing to avoid prosecution, or custody or confinement after conviction as described above: three (3) days after notice is served.
9. Violation of a condition of probation or parole imposed under Federal or State law: three (3) days after notice is served.
10. Commission of any felony or misdemeanor: three (3) days after notice is served.
11. Failure to comply with Supportive Services Housing Program Lease Addendum or Rules of Occupancy – three (3) days after notice is served.
12. Recurrence within six (6) months of substantially the same act or omission that constituted a prior noncompliance notice: five (5) days after notice is served.
13. All other cases of serious or repeated violation of the lease: fourteen (14) days after notice is served.
14. When termination is based on other good cause: thirty (30) days after notice is served.

16. ATTACHMENTS TO THE LEASE: The following attachments are incorporated in and considered a part of this Lease (check applicable attachments).

- Rules of Occupancy
- Tax Credit Lease Addendum
- Statement of Intended Student Status

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- Smoke Detector Notice
- Unit Move-In Inspection Report

17. COMPLIANCE WITH FAIR HOUSING: Maclay Commons Limited Partnership, acting through its agent, the Missoula Housing Authority, complies with all Fair Housing laws and provides reasonable accommodations for persons with disabilities.

18. STATEMENT OF NON-DISCRIMINATION: Maclay Commons Limited Partnership, acting through its agent, the Missoula Housing Authority, is dedicated to a policy of non-discrimination with regard to race, ancestry, color, disability, religion, national origin, sex, age, marital status, creed, ex-offender status, physical condition, political belief, or public assistance status except where these criteria are reasonable bona fide Tenant qualifications.

19. ENTIRE AGREEMENT: The terms set out above, together with the attachments noted in Item #16 above, which are incorporated into the Agreement, are the entire agreement between Tenant and Owner. Tenant and Owner may, from time to time, modify this Agreement. However, no modification is effective unless written and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____ at Missoula, Montana.

 Tenant

 Tenant

 Agent for Maclay Commons Limited Partnership