

MISSOULA HOUSING AUTHORITY

RENTAL AGREEMENT

POLICY STATEMENT

Missoula Housing Authority (MHA) is committed to the provision of safe, decent, clean, accommodations for all of its tenants. MHA, in keeping with federal law and regulation, follows a strict “one strike and you’re out” policy. Criminal activity threatening other tenants’ or neighbors’ health, safety or right to peaceful enjoyment of the premises or any drug-related criminal activity occurring on or off MHA property is not tolerated. MHA will terminate the Rental Agreement (Agreement) anytime it determines that a tenant, a member of a tenant’s household, or an authorized guest has engaged in criminal or drug-related activity. A criminal conviction is not required. The Agreement will terminate if MHA determines that, under a preponderance of the evidence, criminal or criminal drug-related activity has occurred.

RENTAL TERMS

1. CONTRACT UNIT:

Address:

Head of Household (Tenant):

Household Members:

2. **TERM OF TENANCY:** This rental agreement shall be for a term of one (1) calendar year, and shall be automatically renewed *except for noncompliance with community service requirements (Section 12U)*, or unless terminated by either party as herein provided.

3. PRE-OCCUPANCY AND TERMINATION INSPECTIONS:

- A. Pre-Occupancy: MHA and Tenant or Tenant’s representative shall inspect the unit before Tenant moves in. MHA shall give Tenant a written statement of the condition of the unit and equipment in the unit. MHA and Tenant will sign this statement and MHA will place a copy in the Tenant’s folder.
- B. Termination: MHA 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. MHA will send an itemized list of charges to Tenant’s last known mailing address, along with any security deposit refund due. Tenant may submit disagreements regarding the inspection and/or imposition of charges to the Grievance Procedure set forth in the Tenant Handbook.

4. RENT AND DWELLING UNIT ASSIGNMENTS:

- A. Tenant chooses to pay flat rent for the dwelling unit listed above in the amount of \$ _____
- Tenant chooses to pay income based rent. The rent is \$ _____ per month. The utility allowance is \$ _____ per month. Your adjusted rent for this unit is \$ _____ (actual rent - utility allowance = adjusted rent). The amount of income based rent is subject to change and is determined according to Department of Housing and Urban Development (HUD) regulations and MHA policy.

The monthly minimum rent for your dwelling unit is \$50.00. The MHA will review all Tenant requests for the exception from the minimum rent due to financial hardships. All requests for minimum rent exception are required to be in writing and must state the family circumstances that qualify the family for an exception.

The initial rent, prorated from the day of Tenant's possession, is \$ _____ (**\$ _____ Utility Reimbursement**) and covers the period from _____ through _____. Initial rent is due on the first day that Tenant moves into the unit.

- B. Rent for the month is due on the first of every month. If Tenant does not pay rent by the fifth day of the month, MHA charges a late fee of \$25.00.
- C. If Tenant does not pay rent by the fifth day of the month, MHA will issue Tenant a 14-day notice of termination of tenancy that will take effect if the rent and late charges are not paid. MHA will not accept rent after the 14-day period and will terminate the Agreement.
- D. MHA will not accept prepayment of more than one month rent.
- E. Tenant must give MHA accurate information on family composition and household income annually, within ten (10) days of any change in household income or family composition, or upon MHA request.
- F. Misrepresentation of or failure to provide required information for rent determination is a substantial violation of the terms of the Agreement. MHA may terminate the Agreement and/or initiate collection proceedings to recover back rent. **INTENTIONAL MISREPRESENTATION OF INFORMATION USED TO DETERMINE RENT IS A CRIMINAL OFFENSE.** MHA will refer cases involving intentional misrepresentation to law enforcement authorities for criminal prosecution.
- G. Tenant agrees to transfer to an appropriate size dwelling unit based on HUD regulations and MHA policy regarding family composition upon appropriate notice from MHA that such a dwelling unit is available.

5. SECURITY DEPOSITS

- A. Tenant must pay \$ _____ as a security deposit against cleaning and or damage costs (beyond normal wear and tear) incurred during the tenancy.
- B. If Tenant provides at least thirty (30) days notice of intent to vacate, MHA will return this deposit, less any costs for cleaning, damage or other amounts Tenant owes at the end of the tenancy. MHA will provide Tenant an itemized list of all charges deducted from the deposit.

1. MHA 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.

C. Tenant may not use the security deposit to pay rent or other charges to MHA.

6. PET POLICY:

All pets must be approved in advance by MHA. MHA will grant or deny permission for a pet according to HUD regulations, requirements arising under the Americans with Disabilities Acts (ADA) and MHA policy. No uncaged pet of any kind shall be kept, harbored, or babysat in any other unit owned by the MHA unless prior written approval is obtained. For tenants living in units other than the Vantage Villa a pet deposit of \$100 and non-refundable fee of \$25 must be paid before bringing an uncaged pet onto any MHA property. Tenant agrees to comply with all rules of the pet policy set forth in the Tenant Handbook.

A. MHA 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 Agreement and will result in removal of the pet, termination of tenancy, or both.

7. UTILITIES

A. Gas and Electricity: Tenants in all units other than Vantage Villa and 931-933 South 4th Street West are responsible for gas and electrical utility service. Tenants must maintain utility service until they vacate the unit and return the key to MHA.

1. Tenant-caused lapse in utility service is considered a substantial violation of the Agreement and may be grounds for termination of tenancy.

B. Water, Sewer and Garbage: MHA shall provide water, sewer, and garbage services to all units

8. DWELLING UNIT EQUIPMENT: MHA shall provide the unit with a stove, refrigerator, and window coverings for windows.

9. MHA ACCESS TO UNIT DURING TENANCY

A. Tenant agrees to allow MHA 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. MHA may enter the unit without Tenant's consent in case of emergency.

C. MHA will not abuse the right of access or use it to harass Tenant. MHA shall give Tenant at least 48 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 MHA's written permission.

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

10. NOTICE: Any notice required under the Agreement is sufficient if delivered in writing to Tenant, an adult household member, or sent by first class, properly addressed mail. Notice to MHA must be in writing and delivered personally or sent by first class mail to 1235 34th St., Missoula, MT 59801.

11. MHA'S OBLIGATIONS

- A. MHA will follow all applicable HUD regulations and building and housing codes materially affecting health and safety.
- B. MHA will, subject to Tenant's obligations set forth in Section 12, repair and do whatever is necessary to put and keep the premises in a fit and habitable condition.
- C. MHA 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 11(B), MHA 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. MHA will keep all common areas of the premises in a clean and safe condition.
- F. MHA will maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, that it supplies.
- G. MHA 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. MHA will supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1.
- I. MHA will install an approved smoke detector in each dwelling unit. At the beginning of the rental agreement, MHA 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 Agreement and may result in termination of tenancy.

12. TENANT'S OBLIGATIONS

- A. Tenant may not assign the Agreement or sublease the premises.
- B. Tenant may not provide accommodations for boarders or lodgers.
- C. Tenant shall obtain written MHA approval for guests who stay more than 72 hours during any 30-day period.
- D. Tenant may use premises solely as a private dwelling for his/her own household as identified in the Agreement, and must not use or permit its use for any other purpose.
 - 1. MHA may allow certain cottage industries upon written application and approval of the MHA Board of Commissioners.
- E. Tenant must obey all obligations set forth in applicable building and housing codes materially affecting health and safety.
- F. Tenant must keep the premises and other such areas under his/her control for his exclusive use in a clean and safe condition.
- G. Tenant must not store any inoperable motor vehicles on MHA property.
- H. Tenant must not store any campers, trailers, boats, or other motorized recreational vehicles on MHA property.
- I. Tenant must dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner.
- J. Tenant shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators.
- K. 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, Tenant's household members, or guests cause. Repair charges are due within thirty (30) days of the date billed.
- L. Tenant and all other authorized persons on the premises with Tenant's consent shall not disturb their neighbors' peaceful enjoyment of their accommodations.
- M. Tenant, Tenant's household and guests shall not engage in any criminal or drug-related criminal activity in violation of MHA's "one strike and you're out" policy.
- N. Tenant shall notify MHA of any absence that may exceed seven (7) days.
- O. Tenant shall follow the MHA pet policy described in Section 6 above and set forth in the Tenant Handbook. Tenant will not allow any animal in the unit or upon the grounds adjacent to the unit without prior written MHA approval.
- P. Tenant shall immediately notify MHA of any needed repairs for defects that are hazardous to life, health, or safety.
- Q. Tenant shall not make any repairs or alterations to the unit without prior written MHA approval.

- R. Tenants in single-family dwellings shall properly maintain lawns and yards in the summer and shall shovel sidewalks and driveways in winter. Tenant must clear sidewalks of snow and ice by 9:00 a.m.
- S. This Agreement incorporates the Tenant Handbook as well as all rules and regulations listed in the Handbook.
- T. Tenant shall attend meetings with MHA and provide requested information for the purpose of rent recertification, dwelling size determinations, and HUD program administration.
- U. Tenant and all non-exempt adults in the household must comply with the **Community Service Requirement**. Community Service requires that each non-exempt adult household member shall contribute 8 hours per month of community service or participate in an economic self-sufficiency program for 8 hours per month.
 - (1) Exemption is provided subject to specific requirements as described in the MHA's Admissions and Continued Occupancy Policy.
 - (2) Tenant must immediately notify the MHA of any change that affects a household member's exemption from the community service requirement, specifically if the household member no longer meets the exemption requirements.
 - (3) **Noncompliance:** The MHA shall determine annually if non-exempt adult residents are in compliance. The rental agreement shall not be renewed or extended unless the head of household and the noncompliant adult, before the rental agreement expiration date, enter into an agreement to make up the hours within the next twelve month period.

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

A. MHA reserves the right to prohibit non-MHA residents soliciting and/or trespassing on MHA 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 MHA's property; (2) engage in illegal or other activity which would impair the physical or social environment on MHA's property; (3) engage in any criminal activity threatening other residents, MHA employees, contractors, and/or law enforcement officials health, safety or peaceful enjoyment of MHA's properties; (4) engage in drug-related criminal activity on MHA's property; (5) destroy, deface, damage or remove MHA's equipment, vehicles, and/or any part of the dwellings, buildings, facilities, or other areas of MHA's properties; (6) engage in the illegal use or illegal possession of firearms and/or other offensive weapons on MHA's property; and/or (7) intentionally violate MHA's rules, regulations, policies, and/or procedures established for the benefit and well being of MHA's residents, property, and law enforcement officials.

C. Any Tenant who disagrees with MHA's exclusion of a guest may submit the matter to the Grievance Procedure set forth in the Tenant Handbook.

- D. Any person excluded under this Section shall be excluded for a period determined by the Executive Director or one (1) year from the date they are notified of the exclusion, whichever is shorter.

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 Tenant Handbook. 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;
 - 3. Permitting unauthorized guests to live in the unit;
 - 4. Serious or repeated damage to the unit or common areas;
 - 5. Repeated late rent payments;
 - 6. Failure to pay late rent charges;
 - 7. Failure to report increases in household income or change in family composition within ten (10) days of the change;
 - 8. Disabling of a smoke detector;
 - 9. Failure to maintain utility service;
 - 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 MHA personnel, other MHA residents, 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 MHA's property.
 - 14. Violating the exclusion rule set out in Section 13 above by allowing excluded non-residents to remain on MHA property.
 - 15. Failure to comply with Community Service Requirements as stated in Section

- C. MHA may terminate the Agreement if Tenant, any member of Tenant's household, or any guest engages in any of the following criminal activity:
1. Criminal activity on or near MHA property that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, MHA employees or contractors;
 2. Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the residences by persons residing in the immediate vicinity of the premises; or
 3. Drug-related criminal activity on or off 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. Violent criminal activity that Tenant or a member of Tenant's household commits on or near MHA property.
 5. The MHA shall terminate assistance *permanently* for persons convicted of manufacturing or producing methamphetamine on premises. Premises is building or complex in which the dwelling unit is located, including common areas and grounds.
- D. MHA may terminate the Agreement if Tenant or any member of Tenant's household's abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- E. In cases where MHA elects to terminate the Agreement, it will give Tenant the following notice:
1. Non-payment of rent: fourteen (14) days 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 Section 13 (exclusion of non-residents): thirty (30) days unless the violation is remedied within that time;
 3. Violation of the pet policy: thirty (30) days unless the violation is remedied within that time;
 4. Any Agreement violation involving a threat to the life, health or safety of any person: three (3) days;
 5. Any Agreement violation involving destruction, damage, or removal of any part of the premises: three (3) days;
 6. Any criminal drug activity not affecting the health, safety or right to peaceful enjoyment of the premises by other residents: thirty (30) days;
 7. Recurrence within six (6) months of substantially the same act or omission that constituted a prior Agreement violation for which notice was given: thirty (30) days.
 8. In all other cases: thirty (30) days.

- 15. **GRIEVANCE PROCEDURE:** MHA has a grievance procedure to which Tenant may be entitled. Grievances or appeals concerning Tenant or MHA obligations as well as MHA actions concerning Tenant may be processed and resolved in accordance with the MHA's Grievance Policy. This policy is set out in the Tenant Handbook.
- 16. **NON-SUFFICIENT FUNDS CHECK FEE:** MHA charges a fee of \$20.00 for any checks returned for non-sufficient funds (NSF). MHA requires Tenants who issue an NSF check to make future payments by certified check or money order for a period of one (1) year.
- 17. **FAIR HOUSING ACT:** All persons will be treated fairly and equally without regard to race, color, religion, sex, familial status, handicap, age or national origin in compliance with the Fair Housing Act.
- 18. **ENTIRE AGREEMENT:** The terms set out above, together with those in the Tenant Handbook, which are incorporated into the Agreement, are the entire agreement between Tenant and MHA. Tenant and MHA may, from time to time, modify this Agreement. However, no modification is effective unless written and signed by both parties.

TENANT'S CERTIFICATION:

I, _____, hereby certify that we, and other members of our household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the MHA before execution of the rental agreement, or before the MHA's approval for occupancy of the unit by the household member.

I further certify that all information or documentation submitted by us or other household members to the MHA in connection with any federal housing assistance program (before and during the rental agreement) are true and complete to the best of my knowledge and belief.

TENANT HANDBOOK CERTIFICATION:

I, _____, acknowledge receipt of the MHA Tenant Handbook. We understand that this handbook is part of our rental agreement and it was developed to provide us with a better understanding of the rules of occupancy with the MHA.

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

Tenant

Tenant

for Missoula Housing Authority

WHO TO CONTACT IN CASE OF EMERGENCY

Name _____

Doctor _____

Address _____

Address _____

City, ST, Zip _____

City, ST, Zip _____

Phone _____

Phone _____