

**RUSSELL SQUARE EAST APARTMENTS  
(Multi-Family Housing)**

**DWELLING LEASE**

Russell Square Housing 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 Russell Square Housing 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 \$\_\_\_\_\_ will be due on or before the first (1<sup>st</sup>) 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 \$\_\_\_\_\_ 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 (5<sup>th</sup>) 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, natural gas for heat. Tenant agrees to pay for electricity for lights, appliances, water heating. Tenant-caused lapse in electrical service is considered a substantial violation of the Lease and may be grounds for termination of tenancy. Tenant agrees to pay any charges for telephone and/or cable television service. The Owner will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

## **6. PRE-OCCUPANCY AND TERMINATION 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. 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.

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, and window coverings.

9. **PET POLICY:** No uncaged pets are allowed in Russell Square East Apartments, unless as a reasonable accommodation for persons with disabilities. Pets are allowed only 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.

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 1319 East Broadway, Missoula, MT 59802-4823, 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 12, 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 11(B), 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, including elevators, 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 Agreement and may result in termination of tenancy.

### **13. TENANT'S OBLIGATIONS**

- A. Tenant may not assign the Lease or sublease the premises.
- B. Tenant may not provide accommodations for boarders or lodgers.
- C. Tenant shall obtain written Owner 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 Lease, and must not use or permit its use for any other purpose.
- 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 control for his exclusive use in a clean and safe condition.
- G. Tenant must not store any inoperable motor vehicles on Owner property.

- H. Tenant must not store any campers, trailers, boats, or other motorized recreational vehicles on Owner 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, and other facilities and appurtenances.
  - 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 on or off the premises while a Tenant at Russell Square Apartments.
  - N. Tenant shall notify Owner of any absence that may exceed seven (7) days.
  - O. Tenant shall follow the Owner's pet policy described in Section 6 above and set forth in the Management Plan. Tenant will not allow any animal in the unit or upon the grounds adjacent to the unit without prior written Owner approval.
  - P. Tenant shall immediately notify Owner 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 Owner approval.
  - R. Tenant shall not store household or personal property outside the dwelling unit, other than in designated storage facilities, without prior written permission of the Owner.
- 14. EXCLUSION OF NON-RESIDENTS:** Owner is committed to providing a safe and decent environment throughout Owner's property. Tenant agrees to Owner's reservation of the following rights to aid in providing a safe and decent environment throughout Owner's property.
- A. Owner reserves the right to prohibit soliciting and/or trespassing on Owner property.
  - B. Owner 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, Owner 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'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

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violate Owner's rules, regulations, policies, and/or procedures established for the benefit and well being of Owner's residents, property, and law enforcement officials.

- C. Any person who fails to leave the premises after being directed to do so, or who returns to the premises after being given such direction, will be subject to arrest and prosecution for Criminal Trespass under State Law.

## **15. TERMINATION OF TENANCY**

- A. Tenant may terminate the Lease any time after the original term of the Lease has expired by giving Owner at least thirty (30) calendar days written notice of intent to vacate.
- B. Owner may terminate the Lease for substantial and/or repeated violations of the Lease or any attachments incorporated therein. A substantial violation of the Lease includes, but is not limited to the following:
  - 1. Failure to repay Owner within thirty (30) days for repairs made under Section 12 of the Agreement;
  - 2. Permitting unauthorized guests to live in the unit;
  - 3. Serious or repeated damage to the unit or common areas;
  - 4. Repeated late rent payments;
  - 5. Failure to pay late rent charges;
  - 6. Disabling of a smoke detector;
  - 7. Failure to maintain utility service;
  - 8. Modification of a dwelling unit, including changing or adding a lock, without prior written Owner approval;
  - 9. Engaging in or threatening behavior that endangers the life, health or safety of Owner personnel, other Owner residents, neighbors, family members, contractors, or law enforcement;
  - 10. Serious or repeated disturbance of other residents' peaceful enjoyment of their accommodations, community facilities, or other areas of Owner's property.
  - 11. Violating the exclusion rule set out in Section 13 above by allowing excluded non-residents to remain on Owner property.
- C. Owner may terminate the Lease 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 Owner property that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, Owner 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 Owner property.
- D. Owner may terminate the Lease 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. Owner may terminate the Lease without cause with thirty (30) days advance written notice of its intention in accordance with the Montana Residential Landlord and Tenant Act.
- F. In cases where Owner elects to terminate the Lease, it will give Tenant the following notice:
1. Non-payment of rent: three (3) days unless rent is 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 Lease violation involving a threat to the life, health or safety of any person: three (3) days;
  5. Any Lease 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 Lease violation for which notice was given: thirty (30) days.
  8. In all other cases: thirty (30) days.

**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
- Smoke Detector Notice
- Unit Move-In Inspection Report
- Rent Concession

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- 17. **COMPLIANCE WITH FAIR HOUSING:** Russell Square Housing 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:** Russell Square Housing 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 Russell Square Housing Limited Partnership