

**MASSACHUSETTS RENTAL VOUCHER PROGRAM (MRVP)
MODEL LEASE**

(OPTIONAL; May be Used at the Discretion of the Owner)

This Lease is entered into as of this _____ day of _____, 20____
by _____ ("Owner") and _____ ("Tenant").

The following are additional Household members:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The Owner hereby leases to the Tenant the Premises ("Contract Unit") listed below:

Unit Address:

Apartment Number: _____

_____, MA

to be used and occupied as a private dwelling only by such Tenant and those members of Tenant's Household specifically named on the Massachusetts Rental Voucher Program (MRVP) Voucher between the Tenant and the _____ (AA), in accordance with the information supplied by the Tenant.

Utilities will be paid for by:

| UTILITIES | OWNER | TENANT | UTILITIES | OWNER | TENANT |
|------------------------|--------------------------|--------------------------|------------------|--------------------------|--------------------------|
| Heat | <input type="checkbox"/> | <input type="checkbox"/> | Trash Removal | <input type="checkbox"/> | <input type="checkbox"/> |
| Hot Water | <input type="checkbox"/> | <input type="checkbox"/> | Stove | <input type="checkbox"/> | <input type="checkbox"/> |
| Electricity | <input type="checkbox"/> | <input type="checkbox"/> | Refrigerator | <input type="checkbox"/> | <input type="checkbox"/> |
| Cooking Fuel | <input type="checkbox"/> | <input type="checkbox"/> | Air Conditioning | <input type="checkbox"/> | <input type="checkbox"/> |
| Water | <input type="checkbox"/> | <input type="checkbox"/> | Lawn Care | <input type="checkbox"/> | <input type="checkbox"/> |
| Sewage Disposal | <input type="checkbox"/> | <input type="checkbox"/> | Snow Removal | <input type="checkbox"/> | <input type="checkbox"/> |
| Lights in Common Areas | <input type="checkbox"/> | <input type="checkbox"/> | Other: | <input type="checkbox"/> | <input type="checkbox"/> |

1. RENT

a. The total Contract Rent is \$_____ per month.

- b. The Tenant Rent Share shall be determined by the AA and is due in advance on the first day of each month. This amount may increase or decrease, as determined by the AA in accordance with state regulations. Any such increase or decrease shall be effective as of the date specified in a written notice from the AA to the Owner and Tenant which shall amend this Lease.
- c. The monthly Voucher Payment shall be paid to the Owner by the AA in advance on the first day of each month and is the difference between the Contract Rent and the Tenant Rent Share.

2. SECURITY DEPOSIT

- a. Security Deposit. The Owner may accept a security deposit which shall not exceed one (1) month's Contract Rent. Any such security deposit shall be collected and retained in accordance with the Massachusetts Security Deposit Law, M.G.L. c.186 sec. 15B.
- b. The Security Deposit amount, if applicable, is \$_____.

3. LEASE TERM

- a. The initial term of this Lease shall be for a period of no more than one (1) year, beginning on _____ and ending on _____.
- b. Unless the Owner or the Tenant provide the other party and the AA with at least sixty (60) days advance written notice prior to the anniversary date of this Lease, said Lease shall be automatically extended, upon the same terms and conditions, unless otherwise terminated by the Owner or Tenant as provided in Section 7 below.
- c. Under the MRVP Project Based Program, the Owner may only choose to not renew the Lease of a Tenant with a Project Based Voucher due to Tenant Lease violations.

4. OWNER OBLIGATIONS

The Owner agrees:

- a. To permit the Tenant to quietly and peaceably enjoy the leased Contract Unit, respecting the Tenant's right to privacy.
- b. To maintain and operate the leased Contract Unit and related facilities in accordance with Article II of the State Sanitary Code and other applicable law, and agrees to provide all the services, maintenance, and utilities as agreed to herein.
- c. To make emergency repairs to all conditions which create an immediate and serious threat to life, health, or safety. Such repairs shall be made forthwith after the Tenant's notification to Owner or after Owner otherwise learns of such condition.
- d. To make all other non-emergency repairs within thirty (30) days after being notified or learning of the need for such repair.
- e. That the failure of the Tenant to notify the Owner shall not affect the Owner's obligation to make repairs to the leased Contract Unit where the Owner knows of the need for such repairs, nor the Owner's obligation to make necessary repairs to the common areas and grounds.
- f. To provide a 24 hour contact for Tenant to notify in case of a need for emergency repairs. Notice of the Contact's name, address, and telephone number shall be posted in a conspicuous place in the building occupied by the Tenant.

- g. To provide written notices to Tenant as required in this Lease in person or by mail.
- h. If the Owner voluntarily assigns, transfers, or sells his/her interest in the building in which the Contract Unit is located, during the term of this Lease, to require the assignee or transferee to assume the obligations of this Lease, in writing, prior to such assignment, transfer, or sale, a signed copy of which shall be sent immediately to the Tenant and AA.

5. TENANT OBLIGATIONS

The Tenant agrees:

- a. To live in a peaceful way, respecting the rights of neighbors to privacy and quiet.
- b. To use the leased Contract Unit only as a private dwelling; not to sublet or take in boarders or lodgers; and not to assign this Lease.
- c. To pay the Tenant Rent Share in a timely fashion and to pay all amounts for damages, fees, and charges legally due under the terms of this Lease in connection with occupancy of the leased Contract Unit, except for the amount of the Voucher Payment.
- d. Not to engage in unlawful activity, including all drug related activities, which would interfere with the health, safety, security, or peaceful enjoyment of other tenants, or would adversely affect the physical environment of the other tenants.
- e. To be responsible for Tenant's Guests at all times, including not permitting Guests to engage in the unlawful activities described above.
- f. No Guest may remain on the leased Contract Unit more than 30 days, consecutively or collectively, in any given 12 month period unless approved in writing by the Owner and the AA.
- g. Not to remove, alter, replace, or add a door cylinder or lock without the Owner's prior written permission. The Tenant shall promptly give the Owner a duplicate key to any cylinder or lock installed by the Tenant.
- h. Not to install any major appliances, including without limitation, a washing machine, air conditioning unit, clothes dryer, refrigerator, or T.V. satellite dish, without the Owner's prior written permission.
- i. To promptly notify the Owner of a need for repair or maintenance to the leased Contract Unit, and of unsafe conditions in the common areas and grounds.
- j. Not to damage the leased Contract Unit or common areas, beyond normal wear and tear.
- k. To leave the Contract Unit in a clean and good condition, except for reasonable wear and tear, and to return the keys to the Owner when he/she vacates.
- l. To provide the written notices to Owner or to the AA as required in this Lease either in person or by mail.
- m. Not to paint or make any additions or alterations in the leased Contract Unit without the prior written consent of the Owner. Tenant shall not make any alterations in the water, gas, electrical conduits, plumbing or other fixtures, or remove any appliances, additions, or improvements from the leased Contract Unit.
- n. Not to accumulate rubbish or garbage, nor to store articles in areas other than those specifically designed for storage.

- o. To keep household pets, if permitted in writing by the Owner, in a manner which is not a nuisance to other tenants or neighbors.
- p. To ensure that members of the Tenant's Household comply with all terms and conditions of this Lease.
- q. To comply with all other terms and conditions of the MRVP Voucher, as such terms and conditions affect Tenant's occupancy of the leased Contract Unit.

6. ENTRY INTO LEASED CONTRACT UNIT

- a. The Owner shall have the right to enter the leased Contract Unit during occupancy only for the purposes of repair, maintenance, extermination, or inspections set forth in this Lease, or to show the Contract Unit to persons wishing to purchase or finance the building. Owner shall have the right to enter to show the Contract Unit to persons wishing to buy or Lease the Contract Unit.
- b. The Owner shall enter the leased Contract Unit only with Tenant's permission, which shall not be unreasonably withheld, and after giving Tenant 24 hours advance written notice of the date, time, and purpose of the entry; provided that the Owner may enter immediately if he/she reasonably believes that an emergency exists. Owner must make a reasonable effort to contact Tenant prior to an emergency entry and must always give prompt written notice to Tenant of the date, time, and purpose of the emergency entry.
- c. The AA and the Department of Housing and Community Development (DHCD) shall have the right to enter the leased Contract Unit for the purpose of performing audit inspections. The AA and DHCD shall enter the Contract Unit only with the Tenant's permission, which shall not be unreasonably withheld, and after giving the Tenant 24 hours advance written notice of the date, time, and purpose of the entry.

7. TERMINATION

- a. Termination by Tenant
 - i. Tenant may not terminate the Lease prior to the Lease expiration without cause or mutual consent.
 - ii. Cause must be approved by the AA and may include:
 - 1. Housing safety violations under Article II of the State Sanitary Code;
 - 2. Reasonable accommodation due to a Household member's disability;
 - 3. Domestic violence, which does NOT require AA approval; and
 - 4. Other reasons as allowed by a court of law.
 - iii. The Tenant must give the Owner and the AA at least thirty (30) days advance written notice of termination for cause.
 - iv. Notice is not required in cases of domestic violence or if it is not feasible for the Tenant to do so.
- b. Termination by Owner.
 - i. During the term of this Lease, the Owner may not terminate without giving at least thirty (30) days advance written notice to the Tenant and the AA (or fourteen (14) days advance written notice in the event of non-payment of the Tenant Rent Share).
 - ii. The Owner may only terminate the Lease for the following reasons:

1. Non-payment of Tenant Rent Share;
2. Interference with the rights of other tenants;
3. Causing serious damage to the leased Contract Unit or common areas;
4. Posing a threat to the health or safety of other tenants, the Owner, or Owner's Agents;
5. Substantial breach of any material covenant or condition of this Lease, including all attachments; and
6. After the initial term of this Lease, other good cause, such as, but not limited to, the Tenant refusing to accept an Owner's offer of a new Lease or revision or needing the apartment for personal use.

NOTE: If the Tenant has a Project Based MRVP Voucher, the Owner may **not** terminate the Lease for other good cause.

- c. In the case of termination of this Lease, Owner may evict Tenant from the leased Contract Unit only by instituting a summary process action and obtaining a judgment for possession. If Owner prevails in an eviction, Tenant may be charged Owner's actual costs.
- d. If both Tenant and Owner agree, this Lease may be terminated by providing the AA with thirty (30) days advance written notice, signed by both Tenant and Owner. Tenant may continue to occupy the leased Contract Unit with no further participation by the AA.
- e. If the leased Contract Unit or any part thereof or the whole or a substantial part of the building are made uninhabitable by fire, flood, other natural disaster, or condemnation or taken by eminent domain, this Lease will thereupon terminate.
- f. If the AA is required to terminate the Tenant's participation in the MRVP or its MRVP Voucher Payment Contract (VPC) with the Owner, this Lease will not automatically terminate. If the Tenant has a Mobile Voucher and this Lease is terminated for any reason, then the VPC will automatically terminate on the same date. If the Tenant has a Project Based Voucher, then the termination of this Lease has no effect on the VPC.

8. ADDITIONAL PROVISIONS

- a. This Lease does not in any way change the rights of any party to seek any legal remedies under the U.S. Constitution, federal and state statutes, decisional law, or the regulations of DHCD; nor shall the failure of either party to invoke remedies provided hereunder be deemed waiver of such remedies at any future time.
- b. Provision of housing subsidy in accordance with this Lease is subject to the appropriation of funding for the MRVP by the Massachusetts Legislature, and the release of such funds to DHCD and the AA by the Executive Office of Administration and Finance.
- c. The Owner shall not discriminate against the Tenant on the grounds of age, race, color, creed, religion, sex, sexual orientation, disability, national origin, ethnicity, marital or familial status, veteran status, gender identity, genetic information, or receipt of public assistance.
- d. This Lease is contingent upon certification by the local Board of Health or other local code enforcement entity or other certified inspector such as an inspector qualified to complete HQS inspections, that the Contract Unit is in compliance with the minimum

standards of fitness for human habitation as set forth in Article II of the State Sanitary Code, State Building Code, or other applicable law, or if the municipality has its own code providing stricter standards of fitness, in compliance with such code.

- e. This Lease is further contingent upon certification from a Certified Lead Inspector that the Contract Unit and premises are free of any lead paint hazards or provide verification that the Contract Unit was constructed after 1978 before any child(ren) under the age of six (6) years reside(s) in the Contract Unit.
- f. In case of an emergency involving the Tenant, the following person should be notified:

Name and Relationship to Tenant

Address

Telephone

- g. Notwithstanding anything to the contrary contained in this Lease, any provision of Section 9 below which falls within the following classification shall be void.
 - i. Confession of Judgment. Prior consent by the Tenant to a judgment in favor of the Owner in a lawsuit brought in connection with the Lease.
 - ii. Seizure of Property for Rent or Other Charges. Authorization to Owner to seize property of the Tenant without the process of law.
 - iii. Exculpatory Clause. Agreement by the Tenant not to hold the Owner or the Owner's agents legally responsible for negligence, intentional tortious acts, or breach of contract.
 - iv. Waiver of Legal Proceedings. Agreement by the Tenant that the Owner may evict the Tenant or hold or sell possessions of the Tenant without the process of law.
 - v. Waiver of Jury Trial or of Appeal. Waiver of the Tenant's right to trial by jury or to appeal a court decision.
 - vi. Tenant Chargeable with Cost of Legal Action. Agreement by Tenant to pay the Owner's lawyer's fees or other costs of suit.
- h. The provisions of this Lease are severable. If any provision of this Lease or the application of any provision is held to be invalid by a court of competent jurisdiction, all other provisions shall remain in full force and effect.
- i. In the case of a conflict between this and any other attached documents or changes (see Section 10 below), except for the MRVP Lease Addendum, the provisions of this Lease shall prevail.

9. OTHER LEASE PROVISIONS

10. CHANGES

No changes or additions to this Lease shall be made except by written agreement of the Owner and Tenant, or where written notice is given by the AA, thirty (30) days in advance of the Effective Date, that such changes or additions are required to comply with federal or state statutes, regulations, or other program requirements.

11. ENTIRE AGREEMENT

This Lease and any attached documents represents the entire agreement between the Owner and Tenant, and shall be interpreted and implemented in accordance with the laws of the Commonwealth of Massachusetts.

Signed under the Pains and Penalties of Perjury.

OWNER

TENANT

Name of Owner

Name of Tenant

Signature

Signature

Name of Signatory

Date

Title of Signatory

Date