

WEBSTER HOUSING AUTHORITY

10 GOLDEN HEIGHTS

WEBSTER, MA 01570

508-943-1634

RESIDENTIAL DWELLING LEASE

The WEBSTER HOUSING AUTHORITY of the Town of Webster, Massachusetts (hereinafter referred to as "Management") hereby leases to the tenant the following:

Apartment Address: Golden Heights, , Webster, MA 01570

Description: One (1) bedroom, 1 full bath, Stove & Refrigerator

Effective Date:

Name of Tenant:

This unit will be occupied solely by Tenant and members of the household as listed below:

I. Monthly Lease

The Lease commences upon the effective date stated above, continues for the remainder of this calendar month and for the term of one (1) month thereafter, provided, however, that in the absence of a notice to terminate, as provided for in Section XI herein. The lease will automatically be renewed for the successive terms of one (1) calendar month upon payment each month by the Tenant of the rental as specified or as adjusted by a further endorsement at the end of this lease in accordance with the provisions of Section III hereof.

II. Payment Due under Lease

- A. Rent for the period J and ending at Midnight on J is \$. Thereafter, monthly rent in the amount of \$3 will be payable on or before the first business day of each month.
- B. Management agrees to furnish the following utilities as reasonable necessary: heat, electric, hot and cold running water. No charge will

be imposed for providing these utilities, except that additional utility charges will be assessed under those conditions outlined in Section VI.28. Amounts billed for excel utility consumption shall be due and payable on the first business day of the second month following billing.

- C. Management shall furnish a range and refrigerator and routine maintenance services.
- D. A schedule of charges to the Tenant for maintenance and repair beyond normal wear and tear shall be posted at the office and the Tenant shall agree to abide by paying said charges. Charges are due and payable the first business day of the second month in which the charge is made.

III. Redetermination of Rent and Eligibility

Once, yearly, as requested by the Webster Housing Authority, the Tenant agrees to furnish accurate information to the WHA as to family income and composition, for use by the WHA in determining rent, eligibility and appropriateness of dwelling size. This determination will be made in accordance with the approved schedule of Rents and Statement of Income and Occupancy Limits available in the Authority's administrative office.

- A. Rent as fixed in Section II hereof, or as adjusted pursuant to the above, will remain in effect for the period between regular rent re-determinations unless during such period:
 - 1. Tenant can show a change in his circumstances such as a decline in income which would justify a reduction in rent pursuant to the Schedule of Rents or such other circumstances as would create a Hardship situation.
 - 2. Tenant commences to receive public assistance or his public assistance is terminated. Such a change must be reported to the Authority within ten (10) days of its occurrence.
 - 3. It is found that Tenant has mis-represented to the Authority the facts upon which his rent is based, so that the rent being paid is less than what should have been charged. If this is found, then the increase in rent may be made retro-active.
 - 4. The sources of income to Tenant's family change. If such a change occurs, it must be reported to the Authority within ten (10) days of its occurrence. An appropriate rent adjustment will be made.

- B. Any adjustment of rent which increases the monthly rent will become effective within the beginning of the second rent period following the change in circumstances which caused the increase. Any adjustment of rent which decreases the monthly rent will become effective on the first rent period after the change in circumstances has been reported.
- C. If the Authority determines that the size of the dwelling unit is no longer appropriate to Tenant's needs, the Authority may amend this Lease by notice to Tenant, in accordance with Section VIII hereof, that Tenant will be required to move to another unit.

IV. Occupancy

Tenant shall have the right to exclusive use and occupancy of the leased premises to include reasonable accommodation of tenants, guests or visitors. In no event shall the stay of guests exceed fourteen (14) consecutive days, without prior approval of Management.

V. Obligation of Management

1. To maintain the premises and the project in decent, safe, sanitary conditions.
2. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
3. To make necessary repairs to the premises.
4. To keep project buildings, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition. This does not include keeping snow removal around tenant's own automobiles.
5. To maintain in good and safe working condition, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required by Management.
6. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of premises by the tenant) in accordance with paragraph VI.10.
7. To supply running water and reasonable amounts of hot water (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an

installation within the exclusive control of Tenant and supplied by a direct utility connection.

8. After seven (7) days written notice has been given, Management shall have the right to remove unregistered motor vehicles and those which are hazardous to the health, safety, and welfare of the residents of the area.
9. To notify the tenant of the specific grounds for any proposed adverse action by Management and of the right to request a hearing where the Grievance Procedure applies.

VI. Obligations of Tenants (Condition of Occupancy)

Tenant is obligated as follows:

1. Not to assign this lease, nor to sub-let or transfer provisions of the premises; nor to give or sell accommodation to boarders or lodgers.
2. To use the leased premises as a private dwelling solely for Resident and his household and as the principal residence of the resident; not to assign this lease, nor sublet or transfer possession of the leased premises; not to take in boarders or lodgers; and not to use the leased premises as a place of business or for any other use other than a private residential dwelling. With the written consent of Management, Resident and members of his household may engage in legal profit-making activities in the leased premises, where Management determines that such activities are incidental to primary use of the leased premises for residence by Resident. Any such activities must comply with all applicable state or local statutes, regulations, and policies. The use of the leased premises to operate and unlicensed child care facility is expressly prohibited.
3. Not to carry on any business whatsoever or to display signs or posters of any type on or about the premises.
4. Not to use or permit the use of his dwelling unit or project for any illegal or other activity which impairs the physical or social environment of the project.
5. To abide by such necessary and reasonable regulations as may be promulgated by Management for the benefit and well being of the project and tenants and which shall be posted in the project office and incorporated by reference in the lease.
6. To comply with all obligations imposed by applicable provisions of the building and housing codes materially affecting health and safety;

and to maintain the dwelling unit in a clean and sanitary condition at all times.

7. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators.
8. To refrain from, and to cause his household guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project.
9. To conduct himself and cause other persons who are on the premises with his consent, to conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations.
10. To deposit rubbish in garbage in a safe and sanitary manner (and shall pick up around the containers after each dumping) at the exterior place designated by the Authority. Tenant agrees not to place any rubbish or garbage in the hallways, on the stairs or on the walks.
11. Agrees not to obstruct sidewalks, passages, stairways, fire escapes and vestibules, and not to use the same for any purpose other than entering or departing from the building.
12. To notify Management promptly of any known need for repairs to Tenant's dwelling unit, and of unsafe conditions in common areas and grounds.
13. To report to Management at once any accident or injury to water pipes, toilets, drains or fixtures, electrical wires or fixtures or to any other property of the Authority.
14. To pay reasonable charges for repair of damage to the leased premises, except for normal wear and tear. Such charges shall be billed to Tenant and shall specify the items or damages involved, corrective action take, and the cost thereof. Fees for such charges shall be posted in the administrative office.
15. To make no alterations or repairs to the premises or equipment without the consent of Management. Tenant shall not install new locks without the consent of Management.
16. To make every due precaution to prevent fires. Tenant shall store no quantity of inflammable materials, equipment or vehicles which would create a fire hazard.
17. To use no nails, tacks or other fasteners or cement in laying carpets, rugs, or linoleum, to use no nails, bolts or screws on wall, floors or trim, without approval of Management.

18. To install no aerial wires of any description, television antennas, or satellite dishes on the building or in the yards, nor to hang the same from windows without written approval of Management.
19. To use no awnings or window guards other than those put up or approved by Management.
20. To register with Management, any vehicle owned by or registered to any member of the household hereby securing a parking decal, to park in designated parking areas only; to prevent visitors or guests from occupying the space of another tenant.
21. To agree that all personal property placed on the property of the Authority is done so at the risk of the Tenant or owner of such personal property, and that the Authority is not responsible for any damage to such personal property.
22. To allow pets only in compliance with the Pet Policy promulgated and posted by the Authority; and only after executing the Pet Agreement and posting a deposit required there-under. No other animals or pets shall be allowed in the Tenant's apartment or within the project. Failure to abide by the Policy and Agreement shall be grounds for removal of the pet and/or termination of the owner's tenancy.
23. Not to erect or allow to be erected by any member of his household or guests any tents except with the prior approval of the Authority.
24. To care for and be responsible for their own immediate area in the halls and around their own front door.
25. To adhere to the following regulation regarding motorcycles and mini-bikes: motorcycles shall not be allowed on any grassed area and must be driven in the streets only, according to motor vehicle laws.
26. Unless otherwise approved in writing by Management, to use only the stove and refrigerator supplied by the Authority.
27. To pay a reasonable utility charge, in accordance with the Schedule of Utility Charges posted in the Management Office, for the use of appliances other than those furnished by Management (TO BE CHARGED FOR AIR CONDITIONER, HUMIDIFIER, DEHUMIDIFIER).
28. Tenants will be responsible for cleaning their own windows, both inside and out.
29. To assure that the tenant, any member of the household, a guest, or another person under the tenant's control shall not engage in;

- (A) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the public housing project by other residents or employees of Management, or
- (B) Any drug related criminal activity, as defined in applicable HUD regulations, on or near such project. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit.

VII. Defects Hazardous to Life, Health, and Safety

In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants:

1. Tenants shall immediately notify Management of the damage.
2. Management shall, if reasonable within its power, offer temporary substitute facilities if repairs cannot be made within a reasonable time.
3. Management shall be responsible for the repair of the unit within a reasonable time, provide that if the damage was caused by the tenant, the tenant's household or guests, the reasonable cost of the repairs shall be charged to the Tenant.
4. If repairs are not executed as stated in Paragraph (3) or alternate accommodations not provided as stated in Paragraph (2), an abatement of rent shall be made in proportion to the seriousness of the damage and loss in value as a dwelling, except that no abatement shall be made if the Tenant rejects the alternate accommodations or if the damage was caused by Tenant, Tenant's household or guests.

VIII. Pre-Occupancy and Pre-Termination Inspection

Management and the Tenant or his representative shall be obligated to inspect the premises prior to commencement of occupancy by the Tenant. Management will furnish the Tenant with a written Statement of the Condition of the leased premises, the dwelling unit, and the equipment provided with the unit. The statement shall be signed by both Tenant and Management. A copy of the statement shall become of the Tenant's folder. Management shall be further obligated to inspect the unit at the time the Tenant vacates the unit and to furnish the Tenant with a statement of any charges to be made. Tenant shall also participate in the move-out inspection, unless Tenant vacates without notice or elects not to participate.

IX. Entry of Premises During Tenancy

- A. Management shall, upon reasonable advance notification to Tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routing inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. A written statement specifying the purpose of Management entry delivered to the premises at least two days before such entry shall be considered reasonable advance notification.
- B. Management may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists.
- C. In the event that Tenant and all adult members of Tenant's household are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry to leaving the premises.

X. Notice

- A. Except as provided in Paragraph IX, notice to Tenant shall be in writing and delivered to the Tenant or to an adult member of Tenant's household residing in the dwelling or sent prepaid, first class mail, properly addressed to Tenant.
- B. Notice to Management shall be in writing, delivered to the Main Office of the Webster Housing Authority or sent by prepaid, first class mail, properly addressed to the Main Office of the Webster Housing Authority.

XI. Termination of Lease

- A. Management shall not terminate or refuse to renew this lease other than for serious or repeated violation of the terms of the Lease, such as failure to make payments due under the lease, or to fulfill the Tenant Obligations set forth herein, or for other good cause, including those set forth in Section XIV.
- B. Management shall give written notice of termination of the lease of:
 - 1. Fourteen (14) days in the case of failure to pay rent.

2. A reasonable time commensurate with the seriousness of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants or Management employees.
3. Thirty (30) days in all other cases.
- C. The notice of termination to Tenant shall state the reasons for the termination, shall inform tenant of his right to make such reply as he may wish of his right to request a hearing in accordance with Management's Grievance Procedure.
- D. This lease may be terminated at any time by the Tenant's giving a thirty (30) day advance written notice to Management as specified in paragraph X(b), above.
- E. Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear expected, and to return the keys to Management Office when he vacates.

XII. Grievance Procedure

All disputes concerning the Obligations of Tenant or Management shall be resolved in accordance with the Grievance Procedure which is in effect at the time such grievance or appeal arises, which procedure is posted in Management's Office and incorporated herein by reference.

XIII. Modification

Other than in the case of posted rules and regulations or changes in accordance with Paragraph III, this lease may only be modified by a written rider executed by both Management and Tenant.

XIV. Abandonment, Death/Personal Property Left

Unless resident has notified Management that the leased premises will be unoccupied by resident, and all Authorized Occupants as listed in this lease, for a specified period of time which does not otherwise violate any other provision of this lease, Management may deem the leased premises to be vacated or abandoned by the resident and the tenancy terminated as described below:

- A. Management is in possession of evidence which indicates that the leased premises has been vacated by the resident and all authorized occupants over the age eighteen (18) and at least

fifteen days has passed since the resident's failure to pay the rent when due.

- B. Resident has died and no authorized occupant, as listed in this lease, over the age of eighteen (18) assumes responsibility for the tenancy.
- C. Resident is permanently placed in a health care institution or hospitalized;
- D. Resident is placed in a health care institution or alcohol or drug rehabilitation facility or is hospitalized for an indefinite period, providing no agency, caretaker, or family member assumes responsibility for payment of the rent for next six (6) months or where such six month period has lapsed following payment of the rent or;
- E. Resident, who is a single person household, is incarcerated.

When resident's tenancy is terminated pursuant to this section of the lease, Management SHALL NOTIFY THE PERSON(S) DESIGNATED BELOW OF THE EXISTENCE OF THE RESIDENT'S PERSONAL PROPERTY OF THE LEASED PREMISES AND OF THE OPPORTUNITY TO CLAIM AND REMOVE SUCH PROPERTY within the time period described herein. Management shall store for fifteen (15) days from the date of such notification any such property left in the leased premises, unless the items are perishable or hazardous to health or safety. Any personal property still remaining in the leased premises after this time may be disposed of in an appropriate manner at Management's discretion.

XXXXX

Contact Person (Relationship)

XXXX

XXX

Address

Phone

IN WITNESS WHEREOF, the parties have executed this Dwelling Lease on this xx day of xx, at the WEBSTER HOUSING AUTHORITY, Webster, Massachusetts.

Witness By: _____
Assistant Executive Director

Witness By: _____
Tenant