

Tenant-Based Rental Assistance

Residential Lease

A. The Parties to this Lease

The parties to this lease are:

_____ (Landlord)

_____ (Tenant)

B. Premises Location

This residence is located at: _____

and can be described as: # Bedrooms: _____ Unit/Floor # _____

Other rooms: _____

C. Housing Assistance Payments Contract

The Landlord will enter into a Lease Agreement with the Tenant. Under the Lease, the Tenant will lease the unit and pay the tenant's portion of the rent to the landlord and the housing assistance payments to the Landlord will be made by the Rental Assistance Program.

D. Term of Lease

The term of the Lease shall begin on _____. **The initial lease shall be good for one year from this date and will automatically renew on a monthly basis thereafter.** It shall continue until: (1) a termination of the Lease by the Landlord in accordance with paragraph (I), (2) a termination of the Lease by the Tenant by giving thirty (30) days notice to the Landlord in writing, delivered personally or sent by mail to the Landlord, with the effective date of the notice being the day it is personally delivered to the Landlord or, if it is mailed, two days after the date it is postmarked, or (3) by mutual agreement.

E. Rent

- (1) The amount of the total monthly rent payable to the Landlord during the term of the Lease (called the "Contract Rent") will be \$_____ per month payable on the 1st day of the month by the Tenant commencing on _____.

F. Security Deposit

- (1) The Tenant has deposited \$_____ with the Landlord as a security deposit.
- (2) The Landlord will hold the security deposit during the period the Tenant occupy the dwelling unit under this Lease. The Landlord shall comply with Rhode Island and all other applicable laws regarding interest payments on security deposits.
- (3) After the Tenant has moved from the dwelling unit the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for any unpaid charges. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.

G. Utilities and Appliances

- (1) The Landlord shall provide the utilities indicated below under 'Landlord' for the dwelling unit without any charge to the Tenant.

Utility	Landlord	Tenant	Type
Garbage collection	_____	_____	
Water and sewerage	_____	_____	
Heating (specify electric, gas, or oil)	_____	_____	_____
Hot Water (specify electric, gas, or oil)	_____	_____	_____
Lights, Electric	_____	_____	
Cooking (specify electric or gas)	_____	_____	_____
Other (specify)	_____	_____	

The Landlord will also provide the following services and/or major appliances:

H. Maintenance & Services

- (1) The Landlord shall maintain the dwelling unit, equipment, appliances, and common areas and facilities to provide decent, safe and sanitary housing including the provision of all the services, maintenance and utilities set forth under Section (G).
- (2) The Landlord agrees to keep all common walkways and exterior steps free of snow and ice.
- (3) If any part of the premises becomes untenable through no fault of the Tenant or Sponsor and is not reasonably repaired by the Landlord, a reasonable portion of the rent shall be abated.
- (4) The Landlord shall provide the Sponsor the means of contacting him/her 24 hours per day in case of emergency.

I. Termination of Tenancy by Landlord

- (1) The Landlord shall not terminate the tenancy except for:
 - (i) Eviction for failure to pay rent. If the Tenant is 14 days or more late in paying the rent the Landlord may send a notice to the Tenant that states that the Lease will end in 7 days, unless the Tenant pays all overdue rent and/or late charges before that 7 day period ends. If the Tenant fails to pay the rent the Lease term automatically terminates and the Tenant will leave the residence and return the keys to the Landlord.
 - (ii) Eviction for dangerous acts. If the Tenant's actions pose an immediate threat to the health or safety of other residents or the Landlord or the Landlord's employees, or to the physical structure of the residence, then the Lease can be terminated.
 - (iii) Serious or repeated violation of the terms and conditions of this Lease.
- (2) The Landlord may evict the Tenant from the unit only by instituting a court action. The Landlord must notify the Tenant in writing of the commencement of procedures for termination of tenancy. This notice must:
 - (i) State the reasons for termination with enough specificity to allow the Tenant to prepare a defense.

- (ii) Advise the Tenant that if a judicial proceeding for eviction is commenced, the Tenant has the right to present a defense in that proceeding.
 - (iii) Be served on the Tenant by sending a prepaid first class properly addressed letter (return receipt requested) to the Tenant at their residence and forward a copy of the letter to the subrecipient's address.
- (3) The Landlord may terminate on any anniversary of the Lease upon thirty (30) days prior notice to the tenant.

J. Discrimination

The landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sexual orientation, handicap or national origin.

K. Tenant Residential Responsibilities

- (1) The Tenant agrees that the apartment will be used only as a residence.
- (2) Damage. The Tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other tenants in the residence to live in peace and quiet.
- (3) Alterations. No alteration, addition or improvement to the residence shall be made by the Tenant without the prior written consent by the Landlord.

L. Pets

The Tenant may _____ maintain pets in the residence. If the Tenant is allowed to have pets only the following may live in the residence:

M. Building Rules

The Tenant agrees to obey all building rules describing tenant conduct and responsibilities. The Landlord will give a written copy of these rules to the Tenant when the Tenant signs this Lease with a copy attached to the Lease. The Landlord may make reasonable additions or changes to these rules, upon adequate notice to the Tenant.

N. Disturbing the Peace

The Tenant agrees not to cause or allow on the premises any excessive nuisance, noise or other activity which disturbs the peace and quiet of neighbors or other tenants in the building or violates any state law or local ordinance. The Landlord agrees to prevent other tenants and other persons in the building or common areas from similarly disturbing the Tenant's peace and quiet.

O. Abandoned Property

The Landlord shall dispose of all abandoned property in compliance with the provisions of the Rhode Island abandoned property laws.

P. Authority to Execute Lease

The Landlord attests and agrees that he/she is the owner of the premises, free and clear of any encumbrances which would affect the use and enjoyment of the premises by the Landlord or Tenant and that he/she has full authority to execute this Lease. The Landlord further attests that the premises are properly zoned for such use, and for the uses intended by the Tenant, and he/she complies and will comply with all applicable statutes, laws and ordinances, including, but not limited to building ordinances, fire ordinances and all minimum housing laws, and that he/se procured all licenses and permits necessary, if any, for leasing this apartment.

Landlord _____
(Print or Type Name of Landlord)

By (Print Name & Title) (Date)

Landlord _____
(Signature)

Tenant _____
(Print)

Tenant _____
(Signature)