



HOUSING CHOICE VOUCHER PROGRAM

Red Wing Housing and Redevelopment Authority

Revised 9/2020

The Red Wing Housing & Redevelopment Authority administers the Section 8 Housing Choice Voucher Rental Assistance Program in the City of Red Wing. The Section 8 Housing Choice Voucher Program is a federal housing program funded through the Department of Housing and Urban Development (HUD) to assist eligible families in affording rents for decent, safe, and sanitary housing.

The subsidy that comes with the Section 8 Housing Choice Voucher Program helps participating families that consist of elderly persons, disabled persons and working families who do not earn enough money to keep pace with rising rental housing costs. The subsidy allows them to remain in privately owned rental units throughout the City and pay approximately 30% of their monthly income toward housing costs. This handbook is designed to assist owners and/or property managers in understanding how the program works.

As a public service agency, the Housing Agency's goal is to provide excellent service to the families and owners participating in the Section 8 Program. The HRA will make every effort to inform you of the program rules and to advise you of how these rules affect you. Since federal regulations are not always easy to understand, it is very important to request clarification on any issues you may have questions about.

Please do not hesitate to contact an HRA representative if you have questions or issues that pertains to one of our housing programs.

Your cooperation is essential to the HRA being able to serve you and any family you may select as a tenant.

Thank you.

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GENERAL PROGRAM INFORMATION

The Section 8 Rent Assistance Program is a three-way partnership between the HRA, the family, and the owner of the rental unit. In order for the program to work each partner has responsibilities to maintain.

The HRA's Responsibilities:

- Review all applications to determine whether an applicant is eligible for the program.
- Explain all the rules of the program to families that qualify.
- Issue a Housing Choice Voucher.
- Approve the unit and the lease.
- Make housing assistance payments to the owner in a timely manner.
- Ensure that both the family and the unit continue to qualify.
- Ensure that owners and families comply with the program rules.

The Owner's Responsibilities:

- Screen families who apply for their units to determine if they will be good renters.
- Comply with fair housing laws and not discriminate against any family.
- Maintain the housing unit by making necessary repairs in a timely manner and maintaining the unit to Housing Quality Standards.
- Comply with the terms of the Housing Assistance Contract (HAP contract) and with the HRA.
- Collect the rent due by the tenant and otherwise enforce the lease.
- Inform the Red Wing HRA if a tenant is not complying with the lease.

The Family's Responsibilities:

- Provide the HRA with complete and accurate information.
- Make their best effort to find a place to live that is suitable for them and qualifies for the program.
- Cooperate in attending all appointments that are scheduled by the HRA.
- Take responsibility for the care of their rental unit.
- Comply with the terms of their lease with the owner.
- Comply with the family obligations of their Housing Choice Voucher

PROGRAM ELIGIBILITY for PARTICIPANTS

Income limits are established by HUD and updated on an annual basis. An applicant may be eligible for the program if their income is below the limits shown below. Please note that 75% of new admissions must have incomes below 30% of Area Media Income (first column). Income limits below were effective April 24, 2019. Please check with the office for updated income limits.

	30% of Area Median Income Effective April 24, 2019	50% of Area Median Income Effective April 24, 2019	80% of Area Median Income Effective April 24, 2019
1.	\$17,300	\$28,750	\$46,000
2.	\$19,750	\$32,850	\$52,600
3.	\$22,200	\$36,950	\$59,150
4.	\$25,750	\$41,050	\$65,700
5.	\$30,170	\$44,350	\$71,000
6.	\$34,590	\$47,650	\$76,250
7.	\$39,010	\$50,950	\$81,500

PROGRAM OCCUPANCY

The Red Wing HRA will issue a housing choice voucher for a particular bedroom size – the **bedroom size is a factor** in determining the family’s level of assistance. The following guidelines will determine each family’s unit size with overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	2
1	1	4
2	2	6
3	3	8
4	4	10

Occupancy standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. The living-room area can also be used as a sleeping area. However, the living room will not be counted as a bedroom when determining affordability of a unit. The lower number of unit bedrooms or number of bedrooms listed on the issued voucher will be used in determining what payment standard will be applied. When determining the bedroom size for the voucher, the Red Wing HRA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted and children who are temporarily away at school or temporarily in foster care.

The HRA will determine the appropriate unit size by applying the following criteria:

- The bedroom size assigned should not require more than two persons to occupy the same bedroom.
- The bedroom size assigned should not require persons of the opposite sex, other than husband and wife, or persons living as husband and wife, to occupy the same bedroom, other than children who are six (6) years of age and younger.
- The HRA may assign a larger unit as a reasonable accommodation if the household provides medical documentation that for health or other reasons a larger unit is justified.

Regardless of the number of bedrooms stated on the voucher, the HRA will not disapprove on the grounds that it is too large for the family. If the family selects a larger unit, housing assistance payments are made based on the number of bedrooms stated on the voucher.

The HRA will not prohibit a family from renting a unit with fewer bedrooms than the number stated on the voucher. However, the unit does have to meet space requirements (the unit must afford the family adequate space and security). If the family selects a smaller unit, payment is based on however many bedrooms are in that unit.

How much Rental Assistance?

The maximum housing assistance payment the HRA is allowed to make is the amount equal to the Payment Standard minus 30% of the family's monthly adjusted income. Payment Standards are established by the HRA and can be between 90-110% of HUD's established Fair Market Rents. The Payment Standard is based on the cost of rent and utilities for the City of Red Wing. The Payment Standard is not a ceiling for rent charged. A family may choose to rent a unit over the Payment Standard and pay the difference in addition to 30% of their monthly adjusted income, provided that the family's share of rent does not exceed 40% of their monthly adjusted income. The rents must still be reasonable to rents charged for comparable unassisted units.

RENT

- HAP portion of rent equals Payment Standard minus 30% of family's monthly adjusted income.
- If total rent is equal to Payment Standard, Tenant rent equals 30% of the Family's monthly adjusted income.
- If Total Rent is more than the payment Standard, the Family must pay the difference. The Family's share of the rent cannot exceed 40% of their monthly adjusted income

The Payment Standards change periodically and are based on HUD's published Fair Market Rents (FMR). The Payment Standards as of October 2019 for the City of Red Wing are as follows and are based on 110% of Goodhue County's FMR:

Voucher Size	Payment Standard
0 (efficiency)	\$ 650
1 bedroom	\$ 654
2 bedroom	\$ 865
3 bedroom	\$ 1,084
4 bedroom	\$1,196

ADVANTAGES OF BEING A PARTICIPATING OWNER

- **Low Vacancy Rate.** You never have to worry about finding tenants to fill vacancies, because voucher holders are always looking for good, affordable units.
- **Good Residents.** The probability of your selecting a good resident is high because you will always have several participants to choose from. The choice is yours – **you make the selection based on your own selection criteria.** By agreeing to participate in the program, you are not required to select a Section 8 tenant if the tenant does not meet your requirements. In addition, because you select one Section 8 family you are not automatically required to lease all of your units to Section 8 participants. Application fees are acceptable. The review of rent references is encouraged. As in all cases, fair housing is the law. You treat this tenant/family as any other type of tenant to whom you may be renting. They do not get treated specially or differently because they are receiving housing assistance. The only difference is that you, as owner, will be receiving some of your monthly contract rent from the Red Wing HRA.
- **Maximum Up-Keep of Your Property.** Since your property will be inspected initially and at least every other year thereafter, you will always know the condition of your property. Coupling this with your own periodic checks, you will be able to ensure that your property is maintained at its highest level.
- **Rent Whether Resident has Income or Not.** Most participating families are protected should they ever experience a loss of income. The HRA will normally increase its portion of the contract rent.



LEASE AND UNIT

Once **you** have approved a Section 8 participant as a tenant through your established tenant selection standards, the **REQUEST FOR TENANCY APPROVAL (RFT)** Form, which provides general information on the rental unit, the contract rent, utilities, and the security deposit needs to be filled out. The HRA knows that the owner has approved the family when the signed **RFT** form is submitted to the HRA. The HRA will review the **RFT** to determine if the unit is the correct size and the proposed rent is approvable. The **RFT** must be submitted to the Red Wing HRA office no later than the 15th of the month prior to the month in which the family wishes to receive assistance. If the **RFT** is received after the 15th of the month rental assistance may not be paid for the initial month.

- When a tenant is going onto the HCV program but has been living at your unit and is currently in a lease, a new 12 month lease must be signed. The lease term would be the 1st of the month that assistance will begin, going 12 consecutive months thereafter. After that initial 12 month lease term, any length of time can be agreed upon.

Before the HRA can make payments on behalf of a family, the rental unit selected **must meet HUD's MINIMUM Housing Quality Standards (HQS)**. These standards have been implemented by HUD nationwide to ensure that all assisted units meet minimum health and safety standards. The booklet "[A Good Place to Live](#)" describes the general aspects of a unit that must be inspected for compliance with the Housing Quality Standards. The HRA will contact the owner/tenant to set up a day and time to complete this inspection.

If the rental unit does not pass the initial inspection, both landlord and tenant will be notified in writing of any failed items. If the owner elects not to make the repairs, the family must choose another unit to receive assistance. If the owner elects to make the repairs, the HRA must be notified of repair completion so that the unit can be re-inspected. The HRA is not responsible for any payment until the unit passes inspection and the family has taken occupancy. If the family moves into the unit prior to this, the family is responsible for the full monthly rent amount.

Once the inspection passes, the **Landlord/Owner is then required to provide the HRA with a copy of the fully executed Lease between Owner/Family**. HUD does require certain language in any lease signed by a Section 8 participant. The HRA will review the lease to make sure it does not contain any provision that conflicts with Program rules. A housing Assistance Payment Contract must be signed by the property owner/manager. The **HUD Section 8 Tenancy Addendum** will then be attached to the lease agreement.

The HRA will direct deposit payments by the 5th day of the month. The HRA will continue to make payments as long as:

- The unit continues to meet Housing Quality Standards
- The tenant remains eligible for assistance
- The tenant resides in the unit
- The owner is in compliance with the HAP Contract
- The HRA has received a copy of the lease

The family is responsible for the difference between the HRA's payment amount and the contract rent for the unit. It is the owner's responsibility to collect any portion of the rent that is payable by the family.



IMPORTANT INFORMATION ABOUT THE LEASE AGREEMENT

- **The lease must list the names of all tenants and occupants of the unit and the owner's full name.**
- **The lease must list the complete address of the unit.**
- **The lease must state the term of the lease and any provisions for renewal.**
- **The lease must state the contract rent amount.**
- **A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.**
- **A HUD Section 8 Tenancy Addendum must be added to the lease. The Tenancy Addendum contains prohibited provisions.**
- The lease must comply with state and local law.
- The Housing Assistance Payment Contract between the HRA and the owner begins on the first day of the term of the lease and ends the last day of the term of the lease.
- The lease must state the amount of Security Deposit paid by the family.
- The lease may not be revised unless a lease revision has been approved in writing by the HRA. Revisions should be submitted to the HRA 60 days in advance of the change.
- If you decide not to renew the tenant's lease at the end of the lease term, you must also copy the Red Wing HRA on the notice you have provided. Or, if the tenant has provided a notice to vacate, please provide a copy to the Red Wing HRA.

- Sample Lease provided pg 21-22

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint hazards in the dwelling unit. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. The HRA provides participants with the pamphlet titled “Protect Your Family From Lead in Your Home” and “Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazard”.

The Lead Based Paint Disclosure is required of all property owners in Minnesota whether or not they rent to Section 8 participants.



SECURITY DEPOSITS

A security deposit protects the landlord if the tenant moves out leaving damages, unpaid rent, late charges, and/or unpaid utilities, which the tenant is responsible for under the terms of the lease. The deposit is paid by the tenant to the landlord and cannot exceed one month's gross rent. Deposits must be collected and reimbursed according to Minnesota State law.

Important Note: The family must pay all up-front fees; the HRA will not assist the family with any of these up front charges. All fees charged must be consistent with the fees charged to your non-assisted tenants.

CHANGES OF OWNERSHIP

Sometimes, the property owner who signed the HAP Contract sells an assisted unit and the new owner wants to continue receiving housing assistance payments.

The following questions and answers explain the process to effect a change of ownership.

What are the steps a property owner should take when selling a unit occupied by a Section 8 family?

- If the family is in the first year of the lease term, the prospective buyer **must agree to assume the terms of the current lease and contract**. If the lease term has gone over the first initial 12-month period, the new owner can ask the family to vacate with a 60 day written notice.

The steps to follow when the family is to remain in the unit are as follows:

- Send the HRA a letter indicating the date of purchase and the name, address and phone number of the new owner.
- The new owner must sign a Transfer of Contract confirming his/her intent to honor the housing assistance contract and lease, as well as, inform us where rent payments are to be deposited.
- The new owner will have to fill out a W-9 IRS Tax form giving us the Social Security or Tax I.D. number.
- A copy of the revised property deed is required.
- A copy of the lease addendum identifying the new owner must be provided to the HRA. Please note this addendum must be signed by both the landlord and tenant.

Can the new owner ask for an increase in the rent?

- Yes, if there has not been an increase in the last twelve months. A new HAP contract can be executed and a new rent can be negotiated.

HUD REQUIRED ANNUAL ACTIVITIES

There are three (3) HUD required annual activities:

- Annual Recertification of the family income and household composition.
- Annual adjustments to the contract rent.
- Annual Inspection of the housing unit. (this has been changed to Bi-Annual on units that passed the year before)

Annual Recertification

The HRA is required to recertify the family at least annually. The family is required to furnish information to the HRA pertaining to total family income, assets, allowable deductions from income, and family composition. If the family's income has increased or decreased, it will change the amount of the family's **payment** to the owner, but this does not affect the total **amount received by the owner**.

Income changes throughout the year may change the tenant paid portion of the rent. These would be Interim certifications and the HRA would notify the landlord of changes by mail. If the tenant's paid portion of the rent goes down, the change is effective the 1st of the month following the reported change. If the tenant's portion of the rent goes up the change will be effective at a minimum of 30 days after the change. Example: Change in income reported 2/25/2019. Reduction in income = lower tenant portion effective 3/01/2019. Increase in income = higher tenant portion effective 4/01/2019.

Annual Adjustments to the Contract Rent

After the initial 1-year term of the lease, with proper notice to the family and HRA, the Owner may increase the rent. Request for rent adjustments must be made in writing with a 60-day notice to both the tenant and the HRA. When a rent adjustment is processed, the HRA must determine that the unit complies with the Housing Quality Standards, and that the rent is reasonable. The proposed increase must be comparable to the rent for other units on the market of similar size, features and amenities.

Housing Quality Standard Inspections

At minimum Bi-Annual inspections are conducted to document continued compliance with the HQS. If a rental unit does not pass the Bi-Annual inspection, both owner and tenant will be notified in writing and given a reasonable time period to make the repairs. The family is responsible for any repairs that are the result of damage beyond normal wear and tear caused by the family. The family is also responsible for the operation of tenant-supplied appliances and the payment of tenant-supplied utilities. **The HRA is not allowed to make payments on behalf of a family if the unit does not pass inspection by the deadline.**

The HRA encourages the owner to be present for the HQS inspection. This will provide the opportunity to learn more about the HQS so that you will know how to best prepare for other inspections.

Units that fail a Bi-Annual inspection will be put on an Annual Inspection timeline, until that unit passes two annual inspections in a row.

Common Fail Conditions:

- Missing or Non-functional smoke detectors
- Electrical outlets located within 6' of a water source must be GFCI
- Railings not present where required
- Peeling exterior and interior paint
- Tripping hazards caused by permanently installed floor coverings (vinyl/carpets)
- Cracked or broken window panes
- Non-operable burners on stoves or inoperable range hoods
- Missing burner control knobs
- Inoperable bathroom fan, no ventilation
- Leaking faucets or plumbing
- No temperature/pressure relief valve on water heaters



Other Inspections

Special Inspections may be conducted at any time during the term of the HAP contract, and may involve either a response to a reported complaint or an apparent violation by either the landlord or the tenant that requires a site visit. Depending on the type of violation, the deadline for repairs varies from 24 hours to 30 days.

HUD requires the Authority to monitor its housing quality program through **Quality Control Inspections**. To comply with this requirement, Red Wing HRA randomly samples at least 5% of approved units for inspection. Therefore, it is possible for any unit to be inspected again within 30 days of the last inspection.

LEASE TERMINATIONS

Assisted families have become more aware of their responsibilities as tenants since HUD added stricter requirements to the Section 8 Family Obligations. Families can now be terminated from the Section 8 program if they commit any serious or repeated violations of the lease, criminal activity, damage the unit or the premises, or fail to maintain their utilities. The revised Family Obligations reinforce the need for families to be responsible tenants and program participants while making them aware that they are accountable for their actions under the assisted lease.

As stated before, the initial term of the lease is one year and renews on a month-to-month basis unless terminated by the landlord or the tenant. The tenant must give the landlord at least thirty (30) but not more than sixty (60) days written notice that they intend to vacate the unit.

Landlords should provide the HRA with a copy of the Tenant's vacate notice as soon as it is received. Tenants are not required to give a reason to vacate. However, breaking the lease or giving insufficient notice may jeopardize their continued participation in the Section 8 program.

The landlord may only terminate tenancy in accordance with the lease, lease addendum and the HAP Contract. During the initial term (the first year) of the lease or during any renewal term, the landlord may only terminate the tenancy because of:

- Serious or repeated violation of the lease;

- Violation of Federal, State, and Local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- Criminal Activity;
- Other good cause. During the first term of the lease there must be something the family did or failed to do. Some good cause examples are: disturbing the neighbors, damaging the property, or poor housekeeping habits that cause damage to the unit or the premises.

EVICCTIONS

Landlords must be familiar with the notices and grounds for lease termination before they can terminate a lease. Landlords should be good record keepers and document all tenant violations. Non-payment of rent is very easy to document; simply keep a monthly accounting of the date(s) you received payment(s) and the amount you were paid. In addition, the form of payment (i.e. cash, check or money order) should also be recorded. A record of payment for damages and the cause of damages should always be maintained. Other violations like disturbance to neighbors, poor housekeeping, unauthorized person(s), etc., should be addressed by letter to the family explaining the violation. Any such violation letter should clearly state that a failure to correct the violation(s) in the allotted time frame will result in termination of the lease. The landlord should always keep a copy of such correspondence for their files.

In the event that you must actually bring an eviction action, HAP payments will continue to the landlord until a court decision or an actual eviction of the family's possessions from the premises. If the rent has been abated because of a failed inspection, no payment can be made.

Landlords can never evict a tenant for nonpayment of the HRA's portion of the rent, only for the tenant's portion.

If you are unfamiliar with Minnesota Landlord/Tenant Law, you should consult with your own attorney for information regarding appropriate eviction procedures.

FRAUD

The Department of Housing and Urban Development is seriously concerned about fraud in the Section 8 Program and has instructed the HRA to emphasize the importance of running a fair and honest program. Please make note of the following items.

- **Side Payments.** The collection of side payments from Section 8 tenants is a serious offense, which is punishable under Federal Law. Side payments include, but are not limited to, rent payments collected from Section 8 tenants in addition to the agreed upon Contract Rent. Other examples of side payments include: rent on appliances which are included in the rent; fees for routine maintenance services covered under the lease agreement; charging tenants for utilities which are included in the rent; and requiring Section 8 tenants to perform services in lieu of payments (for example, their own maintenance). If the HRA discovers or suspects that a landlord is collecting any type of side payment, we will report the matter to HUD's Inspector General's Office for investigation, and possible prosecution under Federal Law.
- **If you are offering a "rent special",** such as a free month's rent or reduced rental rate, then you must offer the same rent special to prospective Section 8 tenants. Whenever you sign a HAP Contract with us, you are certifying that the rent you are charging the Section 8 tenant is no greater than the rent you are charging non-Section 8 tenants.
- **Family Size Change.** If you suspect an increase or decrease in your tenant's household size, then you should report this to the HRA immediately. It is a fraud violation for assisted tenants to have more household members than the number reported to the Authority.
- **Family's Income Change.** If you are aware of an increase or decrease in your tenant's income, you should report this to the HRA. Changes of the tenant income must be reported to the HRA immediately. It is also a fraud violation for assisted tenants to fail to report income changes to the HRA.
- **Move-Outs.** If the tenant moves out, you must report this to the HRA immediately. To knowingly accept housing assistance payments for a vacant unit and not report it to the HRA is a breach of your contract with the HRA and could be considered a fraudulent act.

The Housing Authority is committed to administering a fair and honest Section 8 Program. Your help in assisting us in this endeavor is greatly appreciated.

FAIR HOUSING

On April 11, 1968, Congress passed the Civil Rights Act of 1968. Title VIII of this Act is commonly referred to as the Fair Housing Law. Through this act, and subsequent amendments, Congress declared a national policy of providing fair housing throughout the United States.

In the sale and rental of housing, no one may discriminate in taking any of the following actions:

- Refusal to sell or rent a dwelling to any person because of race, color, disability, religion, sex, familial status, or national origin.
- Discrimination based on race, color, religion, sex, disability, familial status, or national origin in the terms, conditions or privileges of sale or rental of a dwelling.
- Advertising the sale or rental of a dwelling indicating preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, disability or national origin.
- Coercing, threatening, intimidating, or interfering with a person's enjoyment or exercise of housing rights based on discriminatory reasons or retaliating against a person or organization that aids or encourages the exercise or enjoyment of fair housing rights.



**EQUAL HOUSING
OPPORTUNITY**

TERMINATION OF ASSISTANCE TO THE FAMILY

The Housing Authority may at any time deny participation of an applicant or terminate program assistance for a participant because of any of the actions or inaction by the household:

- If the family violates any family obligations under the program.
- If a family member fails to sign and submit consent forms.
- If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Red Wing HRA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in the Section 8 unit, the family's assistance will be terminated.
- If any member of the family has been evicted from public housing within the last five (5) years.
- If the HRA has ever terminated assistance under the Voucher program for any family member.
- If any member of the family commits drug-related criminal activity, or violent criminal activity.
- If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with assisted housing programs under United States Housing Act of 1937.
- If the family has not reimbursed the HRA or another HRA for any amount paid to an owner under a contract for rent or other amount owed to the HRA, or other amount paid to an owner by the HRA.
- If the family has breached a Payment Agreement to pay amounts owed to the HRA or amount paid to an owner by the HRA.
- If the family has engaged in or threatened abusive or violent behavior toward HRA staff members.
- The HRA will **not** deny or terminate assistance for drug-related criminal activity for use or possession by a family member, if the family member can demonstrate that he or she is recovering, or has recovered from such addiction and does not currently use or possess controlled substances.

Lease Agreement

The **Tenant(s)** known as _____, hereby agree to rent the dwelling located at _____

_____. The

following occupants are the only occupants allowed to live in the unit (list all adults and children):

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

Premises are to be occupied by the above named tenants only. Tenant may not sublet premises.

TERM The term of this Lease is for 1 year, commencing on the _____ day of _____, 20____ and expiring on the _____ day of _____, 20____. This Lease shall automatically renew for additional one month terms.

PAYMENT OF RENT The total rent for the term of this agreement \$_____ payable at a rate per month in advance. The first installment to be made on the first day of the term and a like sum on the first day of every month thereafter. Payment shall be made to the person at the address the Owner/Agent shall designate.

Rent shall be made payable to _____ and mailed or delivered to the following address:

LATE FEES In the event rent is not paid by the _____ day after due date, Tenant agrees to pay a late charge of \$_____.

UTILITIES Tenant shall be responsible for the payment of the following (checked) utilities:

____ Water/Trash ____ Gas ____ Electricity ____ None (all utilities included in contract rent)

____ Other _____

APPLIANCES provided by the Owner/Agent in this rental are (checked below):

_____ Stove _____ Refrigerator _____ Dishwasher _____ Washing machine
_____ Dryer _____ Air conditioner(s) _____ Other _____

REPAIRS will be born by said Tenants if damage is due to negligence of Tenants.

SECURITY DEPOSIT Amount of security deposit is \$_____. Security deposit shall be held by Landlord until the time said Tenants have vacated the premises and Landlord has inspected it for damages. Tenant shall not have the right to apply Security Deposit in payment of any rent.

INSURANCE Tenant is responsible for liability/fire insurance coverage on premises.

Disturbances and Violation of Laws Tenant, guests and invitees of either tenant or guests shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Tenant, guests and invitees of either tenant or guests use the premises in a manner offensive to others. Nor shall Tenant, guests and invitees of either tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant agrees to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the leased premises.

NOTICES Should tenant decide to vacate the premises, a _____ day written notice to the Owner/Agent is required. Should Owner/Agent decide to have tenants vacated, a _____ day written notice is required. Tenant agrees to allow premises to be shown at any and all reasonable times for re-rental after such notice is given.

HUD Tenancy Addendum is incorporated in this Lease.

ACKNOWLEDGMENT Tenants hereby acknowledge that they have read, understand and agree to all parts of this document, and have received a copy.

Signature OWNER/AGENT _____ DATE _____

Print Name: _____ PHONE _____

Signature TENANT _____ DATE _____

Print Name: _____ PHONE _____

Signature TENANT _____ DATE _____

Print Name: _____ PHONE _____