

HomeBASE

LEASE

1.0 PARTIES: This Lease is entered into as of this **Date, Month, Year** by _____ (“Owner”) and _____ (“Tenant”).

2.0 PREMISES: The Owner hereby leases to the Tenant the Premises listed below:

Street Address _____
City, MA ZIP _____

3.0 USE: The Premises are to be used and occupied as a private dwelling and sole residence only by such Tenant and the following members of Tenant’s household specifically named on the _____ (HBAA) /HomeBase Subsidy between the Tenant and the _____ (HBAA) /HomeBase, in accordance with the information supplied by the Tenant: _____. Additional household members may be added only pursuant to written permission of the Owner and the _____ (HBAA) /HomeBase. The Tenant and Owner agree to remove any household member from the household composition list under this Lease if that household member is removed from the Tenant’s household/family composition by the _____ (HBAA) /HomeBase. If the Tenant is removed from the household/family composition by the _____ (HBAA) /HomeBase and another adult member of the household/family is approved as a substitute HomeBase program participant by the _____ (HBAA) /HomeBase, the Owner agrees to substitute the other adult member of the household/family for the Tenant under this Lease.

4.0 UTILITIES AND SERVICES:

The Owner or the Tenant is responsible for paying for the following utilities and other unit services and providing and maintaining, but not paying for use of, standard fixtures, as marked below. If responsibility is shared, both boxes should be marked and a description of the method of sharing payment responsibility detailed below; otherwise, if both boxes are marked, responsibility for payment shall be allocated 50% to Owner and 50% to Tenant. If neither box is marked, the Owner shall bear responsibility for provision and payment. The Tenant shall bear responsibility to pay for use of all standard fixtures listed below, unless usage charges are included in utility costs chargeable to the Owner under the table below.

UTILITIES	Owner	Tenant	OTHER	Owner	Tenant
Water*	X		Trash Removal	X	
Sewer Disposal	X		Stove	X	
Heat (electric)			Refrigerator	X	
Hot Water (electric)			Air Conditioning	N/A	
Electricity	X		Lawn Care	N/A	
Cooking Fuel (electric)			Snow Removal	X	
Common Area Lighting	X		Other (list):		

* If Tenant is required to pay all or a portion of the utility charges attributable to provision of water to the Unit, the Owner agrees to comply with G.L. c. 186, §22, and 105 CMR § 410.354 (D).

5.0 RENT; Security Deposit

- 5.1 The total Contract Rent is \$_____ per month.
- 5.2 The Tenant's rent share is \$_____ per month, due in advance on the first day of each month. This amount may increase or decrease, as determined by _____(HBAA)_____/HomeBase in accordance with program requirements. Any such increase or decrease shall be effective as of the date specified in a written notice from the Agency to the Owner and Tenant which shall amend this Lease.

The monthly Rental Assistance Benefit Payment of \$_____, paid to the Owner by _____(HBAA)_____/HomeBase in advance on the first day of each month, shall be the difference between the Contract Rent and the Tenant's rent share. The Owner acknowledges that the Rental Assistance Benefit Payment may be terminated before the end of the Lease in accordance with program requirements. _____(HBAA)_____/HomeBase will promptly notify Owner of any such termination.

- 5.3 *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, G.L. c. 186, § 15B. The Owner's receipt of a security deposit in the amount of \$_____ on _____ --, 20___, is hereby acknowledged. The Owner will maintain the security deposit in account number _____ at the _____ (Bank/Credit Unit/Savings & Loan) in accordance with G.L. c. 186, § 15B, and 940 CMR § 3.17 (4). The Owner further acknowledges that the security deposit was paid on behalf of the Tenant by HBAA/HomeBASE and, any amount of the security deposit left after termination of the Tenant's tenancy after the payment of permitted expenses by the Owner, shall revert and be paid out to HBAA/HomeBASE.
- 5.4 *Last month's rent.* The Owner may accept a deposit for last month's rent paid in advance which shall not exceed one (1) month's Contract Rent. Any such last month's rent deposit shall be collected and retained in accordance with the Massachusetts Security Deposit Law, G.L. c. 186, § 15B. The Owner's receipt of a last month's rent in the amount of \$_____ on _____ --, 20___, is hereby acknowledged. The Owner will maintain the last month's rent in account number _____ at the _____ (Bank/Credit Unit/Savings & Loan) in accordance with G.L. c. 186, § 15B, and 940 CMR § 3.17 (4). The Owner further acknowledges that the last month's rent deposit was paid on behalf of the Tenant by

HBAA/HomeBASE and, any amount of the last month's rent deposit left after termination of the Tenant's tenancy after the payment of permitted expenses by the Owner, shall revert and be paid out to HBAA/HomeBASE.

6.0 LEASE TERM; Extensions and Renewals

- 6.1 The initial term of this Lease shall be for a period of one (1) year, beginning on **Month, Date, Year** and ending on **Month, Date, Year**.
- 6.2 The Owner shall provide the Tenant and the (HBAA) /HomeBase with at least sixty (60) days advance written notice prior to the anniversary date of this Lease, of the lease termination date. If (i) the Owner, the Tenant, and the HBAA/HomeBASE are unable to agree to continue the Lease after its termination date, (ii) the Owner and the Tenant are unable to agree to the terms of a new lease, and (iii) the Owner does not take action to remove the Tenant upon the termination of the Lease, then the Tenant will become a tenant at will on a month-to-month tenancy, upon the same terms and conditions as set forth in this Lease, except that Tenant will be solely liable for payment of rent, unless the tenancy is otherwise terminated by the Owner or Tenant as provided in Section 10.0 below.
- 6.3 If this Lease is terminated by the Owner or Tenant in accordance with Section 6.2 above, the Owner and Tenant may agree to renew this Lease for a period of one (1) or more months in order to give the Tenant additional time to relocate. A renewal under this paragraph shall not extend beyond the term of the Tenant's re-issued (HBAA) /HomeBase subsidy.
- 6.4 If the Tenant or members of the Tenant's household continue to occupy and use the premises as a tenant(s) at sufferance after termination of tenancy by the Owner, the terms and conditions of this Lease shall continue to apply and to govern the relationship between the Tenant and the Owner, to the extent applicable.

7.0 OWNER OBLIGATIONS

The Owner agrees:

- 7.1 To permit the Tenant to enjoy the leased premises quietly and peaceably, respecting the Tenant's right to privacy, and to provide the Tenant with two sets of keys to the premises.
- 7.2 To maintain and operate the leased premises and related facilities in accordance with Article II of the State Sanitary Code, and applicable provisions of the State Building Code and the Massachusetts Lead Paint Law and other applicable law, and

to provide insurance against the Tenant's inability to use the premises through no fault of the Tenant to the extent required by law, and agrees to provide all the services, maintenance, and utilities agreed to be provided by the Owner in Section 1.0 of this Lease.

- 7.3 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.
- 7.4 To make all other non-emergency repairs necessary to comply with regulatory or statutory requirements within thirty (30) days after being notified or learning of the need for such repair.
- 7.5 That the failure of the Tenant to notify the Owner shall not affect the Owner's obligation to make repairs to the leased premises when the Owner knows of the need for such repairs, nor the Owner's obligation to make necessary repairs to the common areas and grounds.
- 7.6 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 or provided to the Tenant before or at the time of move-in, any annual lease renewal, and upon change of any such information.
- 7.7 To provide a copy of this Lease to the Tenant and the (HBAA) /HomeBase within five days of the execution of this Lease and to provide written notices to Tenant as required in this Lease in person or by mail and to provide a copy of all such notices by mail to the (HBAA) /HomeBase.
- 7.8 To allow this Lease to be terminated upon at least one calendar month's written notice when the Tenant becomes a participant in another housing subsidy program, or when the Tenant secures other feasible alternative housing.
- 7.9 If he/she voluntarily assigns, transfers, or sells his/her interest in the building in which the premises are 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 (HBAA) /HomeBase.
- 7.10 Not to hold against the Tenant any late payment by the (HBAA) /HomeBase of the Rental Assistance Benefit Payment, unless the Owner has first provided the Tenant and the (HBAA) /HomeBase with at least 30 days' notice of the

delinquency and an opportunity for the (HBAA)/HomeBase to pay in full or provide reasonable assurances of full payment.

- 7.10 Not to charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the Contract Rent provided for under Section 5.1. Payment of rent shall cover all housing services, ordinary maintenance, and those utilities and appliances to be provided and paid by the Owner in accordance with the lease. Rent shall not cover additional reasonable fees for additional goods and services, which the Tenant may choose not to utilize, including but not limited to parking fees and key duplication fees. The Tenant shall pay the same amounts for such fees as other tenants in the same building or complex.
- 7.11 To give the (HBAA)/HomeBase a copy of any notice of lease violation, eviction notice, or document filed in court in regard to any eviction proceeding at the same time the Owner notifies the Tenant, or as soon thereafter as reasonably possible.

8.0 TENANT OBLIGATIONS

The Tenant agrees:

- 8.1 To live in a peaceful way, respecting the rights of neighbors to privacy and quiet and to abide by any reasonable rules adopted by the Owner and applicable to all tenants in the same building or complex, and either prominently posted in the Tenant's building or provided to the Tenant in writing at move-in, annual lease renewal, and upon any change to such rules.
- 8.2 To use the leased premises only as a private dwelling and as the sole residence of the Tenant and the Tenant's listed household members; not to sublet or take in boarders or lodgers except as permitted in writing by the Owner and (HBAA)/HomeBase; and not to assign or transfer this Lease.
- 8.3 To pay rent 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 premises, except for the amount of the (HBAA)/HomeBase Rental Assistance Payment; and to pay promptly and in a timely fashion all utilities and services agreed to be provided by the Tenant in Section 1.0 of this Lease.
- 8.4 That the Tenant and the members of the Tenant's household and guests will not engage in (a) unlawful activity, including any drug-related activities, while in the leased premises or on or adjacent to the grounds of the building in which the leased premises is located, (b) any conduct allowing annulment or voiding of the lease

pursuant to G.L. c. 139, § 19, including but not limited to such conduct as is proscribed on the premises of state-assisted housing, or (c) other activity or failure to act which would interfere with the health, safety, security, or peaceful enjoyment of other tenants or others lawfully on the grounds of the building in which the leased premises is located, or would adversely affect the physical environment of the other tenants or others lawfully on the grounds of the building in which the leased premises is located.

- 8.5 To be responsible for Tenant's guests at all times. No guest may remain on the leased premises more than 12 days (whether consecutive or cumulative during the course of a 12-month period) unless approved in writing by the Owner and (HBAA)/HomeBase.
- 8.6 That the Tenant and the members of the Tenant's household and guests will not 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.
- 8.7 That the Tenant and the members of the Tenant's household and guests will not install any major appliances, including, without limitation, a washing machine, air conditioning unit, clothes dryer, refrigerator, or T.V. aerial, without the Owner's prior written permission.
- 8.8 To maintain the premises including any fixtures, provided appliances, and smoke and carbon monoxide detectors in a clean and sanitary condition and good working order and to notify the Owner promptly of a need for repair or maintenance to the premises including any fixtures, provided appliances, and smoke and carbon monoxide detectors, and of unsafe conditions in the common areas and grounds.
- 8.9 That the Tenant and the members of the Tenant's household and guests will not damage the leased premises or common areas of the building or grounds. If the Tenant, a member of the Tenant's household or a guest damages the leased premises or common areas of the building or grounds, the Tenant agrees to bear responsibility for such damages and to repay the Owner promptly for such damage.
- 8.10 When the Tenant vacates, to leave the premises, including all fixtures and improvements, in a clean and good condition, except for reasonable wear and tear; remove all personal property of the Tenant and his or her household members from the premises; and to return the keys to the Owner. The Owner shall not be liable or responsible for any loss or damage to the goods or effects of the Tenant or the members of the Tenant's household for removal and disposal of such goods or effects after the Tenant's vacation of the premises, provided that any such removal or disposal by the Owner complies with any applicable laws and that the Owner

exercises due care in the handling of such goods and effects to the extent practical under the circumstances.

- 8.11 To provide the written notices to Owner and to (HBAA) /HomeBase as required in this Lease either in person or by mail and to provide the Owner with a forwarding address upon vacating the premises.
- 8.12 That the Tenant and the members of the Tenant's household and guests will not paint or make any additions or alterations in the leased premises 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 premises or the building or grounds.
- 8.13 That the Tenant and the members of the Tenant's household and guests will dispose of rubbish and garbage in accordance with the instructions of the Owner and will not accumulate rubbish or garbage in the leased premises or on the building or grounds, or to store articles in areas other than those specifically designed for storage.
- 8.14 To keep household pets, but only if permitted in writing by the Owner, and in a manner which is not a nuisance to other tenants or neighbors.
- 8.15 To ensure that members of the Tenant's household and guests comply with the terms and conditions of this Lease.
- 8.16 To comply with all other terms and conditions of the (HBAA) /HomeBase Stabilization Plan and Program Participation Agreement, as such terms and conditions affect or relate to Tenant's occupancy of the leased premises.
- 8.17 To provide the Owner with at least one calendar month's written notice of lease termination when he/she becomes a participant in another subsidy program, or when he/she secures feasible alternative housing.

9.0 ENTRY INTO LEASED PREMISES

- 9.1 The Owner shall have the right to enter the leased premises during occupancy only for the purposes of repair, maintenance, extermination, or inspections, including but not limited to a right to be notified of and present at any inspections by government agencies and the (HBAA) /HomeBase and the right to inspect the premises upon a reasonable schedule or when the Owner becomes aware of conditions reasonably warranting inspection,, to show the premises to persons wishing to purchase or finance the building, or if the premises appears to have been abandoned.

Owner shall have the right to enter within three (3) months of termination of this Lease to show the premises to persons wishing to lease the premises, provided that the Owner may not show the leased premises after such time as the Tenant has signed a new lease for the premises.

- 9.2 The Owner shall enter the leased premises 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.
- 9.3 (HBAA) /HomeBase and the Department of Housing and Community Development shall have the right to enter the leased premises for the purpose of performing unit inspections. (HBAA) /HomeBase and the Department of Housing and Community Development shall enter the premises only with the 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.

10.0 TERMINATION

- 10.1 Termination by Tenant. Tenant may not terminate the Lease prior to the lease expiration without good cause or mutual consent. Good cause shall include the securing of other feasible alternative housing in accordance with Sections 7.8 and 8.17.

The Tenant must give the Owner and (HBAA) /HomeBase one calendar month's advance written notice of the termination when:

- a. The Tenant becomes a participant in another housing subsidy program.
 - b. The Tenant secures Suitable Permanent Housing.
- 10.2 Termination by Owner. 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 (HBAA) /HomeBase, except that fourteen (14) days' advance written notice shall be sufficient in the event of non-payment of the Tenant's share of the rent, and such notice as may be required by a Court of Law shall be sufficient in case of conduct allowing annulment or voiding of the lease under G.L. c. 139, § 19, but only for the following reasons:

- a. Non-payment of Tenant's share of the rent.
 - b. Interference with the rights of other tenants or others lawfully on the grounds of the building in which the leased premises is located.
 - c. Causing serious damage to the leased premises or common areas.
 - d. Posing a threat to the health or safety of other tenants, the Owner, or Owner's Agents, or others lawfully on the grounds of the building or complex in which the leased premises is located.
 - e. Breach of any material covenant or condition of this Lease, including all attachments.
 - f. Other good cause, as determined by a Court of Law.
- 10.3 In the case of termination of this Lease, Owner may evict Tenant from the leased premises only by instituting a summary process action and obtaining a judgment for possession or, in the case of conduct allowing annulment or voiding of the lease under G.L. c. 139, § 19, by such process as permitted by that section. If Owner prevails in an eviction, Tenant may be charged Owner's actual costs.
- 10.4 If both Tenant and Owner agree, this Lease may be terminated by providing (HBAA) /HomeBase with thirty (30) days' advance written notice, signed by both Tenant and Owner.
- 10.5 If the leased premises or any part thereof or the whole or a substantial part of the building are made uninhabitable by fire, flood, or other natural disaster, or are taken by eminent domain, this Lease will thereupon terminate.
- 10.6 If (HBAA) /HomeBase is required to terminate the Tenant's participation in HomeBase or its (HBAA) /HomeBase Rental Assistance Benefit Payment Contract with the Owner, this Lease will thereupon terminate.
- 10.7 In case of termination pursuant to Section 10.4 or 10.6 of this Lease, if the Owner agrees in writing, the Tenant may continue to occupy the leased premises with no further participation by (HBAA) /HomeBase pursuant to a new lease or a rental agreement, or as a tenant at will on a month-to-month tenancy, upon the same terms and conditions as set forth in this Lease to the extent applicable and not otherwise agreed to in writing by the Owner and the Tenant, except that Tenant will be solely liable for payment of rent.

10.8 Neither vacating of the premises by the Tenant nor delivery of keys by the Tenant to the Owner shall constitute a surrender or acceptance of surrender of the premises unless so stipulated in writing by the Owner.

11.0 ADDITIONAL PROVISIONS

11.1 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 the Department of Housing and Community Development; nor shall the failure of either party to invoke remedies provided hereunder be deemed waiver of such remedies at any future time.

11.2 Provision of housing subsidy in accordance with this Lease is subject to the appropriation of funding for the (HBAA) /HomeBase by the Massachusetts Legislature, and the release of such funds to the Department of Housing and Community Development and the (HBAA) /HomeBase by the Executive Office of Administration and Finance.

11.3 The Owner shall not discriminate against the Tenant on the grounds of age, race, color, creed, religion, sex, sexual orientation, handicap, national origin, marital or family status, or receipt of welfare, and shall not threaten to take or take reprisals against the Tenant or any member of the Tenant's household for seeking to assert his or her legal rights.

11.4 This Lease is further contingent upon certification from a Certified Lead Inspector that the unit and premises are free of any lead-paint hazards before any child(ren) under the age of six (6) years may reside in the unit.

11.5 In case of an emergency involving the Tenant, the following person should be notified:

NAME

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

11.6 Notwithstanding anything to the contrary contained in this Lease, any provision of Section 12.0 below which falls within the following classification shall be void.

- a. 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.
- b. Seizure of Property for Rent or Other Charges. Authorization to Owner to seize property of the Tenant without the process of law.
- c. 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.
- d. 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.
- e. Waiver of Jury Trial or of Appeal. Waiver of the Tenant's right to trial by jury or to appeal a court decision.
- f. Prevailing Tenant Chargeable with Cost of Legal Action. Agreement by Tenant to pay the Owner's lawyer's fees or other costs of suit except in cases where the Owner prevails and the right to such fees and costs is awardable to the prevailing party.

11.7 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.

11.8 The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

12.0 OTHER LEASE PROVISIONS

13.0 CHANGES

No changes or additions to this Lease shall be made except (1) by written agreement of the Owner, the Tenant, and by the (HBAA)/HomeBase, or, (2) where written notice is given by the (HBAA)/HomeBase, 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, including but not limited to implementation of a new standard form HomeBase lease, in which case such changes shall become effective immediately and automatically without further action upon the expiration of such 30 day period.

14.0 ENTIRE AGREEMENT

This Lease 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.

We hereunto place our hands and seals under the pains and penalties of perjury.

OWNER:

TENANT:

Printed Property Owner Name

Printed Tenant Name

By: _____
Signature

Signature

Printed Name and Title
of Signatory

Date Signed