

**LEASE SPECIAL STIPULATIONS:**

**1. Contents of Lease:**

The lease shall consist of the Tenancy Addendum Section 8 Tenant-Based Assistance Housing Choice Voucher Program, the owner's lease, and attached lease special stipulations. If there is any conflict between the tenancy addendum/lease special stipulations and any other provisions of the lease, the language of the tenancy addendum/lease special stipulations shall control.

**2. Parties to Lease:**

Tenant \_\_\_\_\_  
Owner \_\_\_\_\_

**3. Unit Rented:**

This is a lease for the following dwelling unit:  
Address \_\_\_\_\_  
Apartment \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

**4. Members of Household:**

The following persons may reside in the unit. No other persons may reside in the unit without prior written approval by the owner and the HA.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Term of Lease:**

The initial lease term begins on \_\_\_\_\_.  
The initial lease term ends on \_\_\_\_\_.  
After the initial lease term, the lease term shall renew in the following manner: (PLEASE INDICATE)  
\_\_\_\_\_ a). year to year; or  
\_\_\_\_\_ b). for an indefinite extension until the owner/tenant submits notice of lease termination to each other and the Housing Authority; or  
\_\_\_\_\_ c). Other – please detail

\_\_\_\_\_  
\_\_\_\_\_

The owner will provide the tenant and DCA with a **60** day notice (during the initial term) of his intent not to renew the lease at the expiration of the initial term of the lease. The tenant will provide the owner and DCA with a \_\_\_\_\_ day notice (during the initial term) of his intent to move at the expiration of the initial term of the lease.

Following lease renewal, after the initial term, the owner will provide the tenant and DCA with a \_\_\_\_\_ day notice to terminate for other good cause. The tenant may terminate the lease without cause at any time after the initial term if the tenant provides written notification to the owner and DCA at least \_\_\_\_\_ days before the termination.

**TENANT:**

\_\_\_\_\_  
**Print or Type Name of Tenant**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**6. Rent to Owner:**

- The initial rent to owner is \_\_\_\_\_.
- a. The initial rent to owner may not exceed the amount approved by the HA in accordance with HUD regulations.
  - b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
  - c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
    - 1) The reasonable rent for the unit as most recently determined or redetermined by the HA in accordance with HUD requirements, or
    - 2) Rent charged by the owner for comparable unassisted units.
  - d. The owner will submit to the tenant for their consideration and DCA for their review any new lease or lease revision – a minimum of 60 days in advance of the effective date of the lease or the lease revision. The rent cannot be increased until after the initial term of the lease.

**7. Utilities and Appliances:**

The owner shall provide or pay for the utilities and appliances as indicated below by an "O" without any additional charge to the tenant. The tenant shall provide or pay for the utilities and appliances as indicated below by a "T".

<b>ITEM</b>		<b>PROVIDED/PAID BY</b>
Heating	Natural gas	_____
	Bottle gas	_____
	Oil/Electric	_____
Cooking	Coal/Other	_____
	Natural gas	_____
	Bottle gas	_____
Other Electric	Oil/Electric	_____
	Coal/Other	_____
	Other Electric	_____
Air Conditioning		_____
Water Heating	Natural gas	_____
	Bottle gas	_____
	Oil/Electric	_____
	Coal/Other	_____
Water		_____
Sewer		_____
Trash		_____
Range/Microwave		_____
Refrigerator		_____
Other (specify)		_____

**8. Security Deposit:**

The security deposit is \_\_\_\_\_.  
The tenant has paid the security deposit to the owner.

**OWNER:**

\_\_\_\_\_  
**Print or Type Name of Owner**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print or Type Name of Signatory**

\_\_\_\_\_  
**Date**