



## «COMMUNITY» LEASE AGREEMENT

1. **Parties and Dwelling Unit:** The parties to this Agreement are Mark Development, Inc. referred to as the Landlord, and «head name» and «spouse name» and «cotenant name 1» and «cotenant name 2» and «cotenant name 3» and «other dependent over 17 name 1» and «other dependent over 17 name 2» and «other dependent over 17 name 4» referred to as the Tenant. The Landlord leases to the Tenant(S) unit number «apt nbr», located at «community\_address\_line1», «unit\_city», «unit\_state» «unit\_zip» in the project known as «community».
2. **Length of Time (Term):** The initial term of this Agreement shall begin on «lease start date» and end on «lease end date». After the initial term ends, the Agreement will continue for successive terms of one month each unless automatically terminated as permitted by paragraph 23 of this Agreement.
3. **Rent:** The Tenant agrees to pay «prorate rent» for the partial month ending on «last day of month». After that, Tenant agrees to pay a rent of «tenant rent» per month. This amount is due on the 1<sup>st</sup> day of the month at 3165 Waialae Avenue, #200, Honolulu, Hawaii 96816 or such other place as may be established by Landlord in a written notice to tenant.
4. **Paragraph omitted.**
5. **Charges for Late Payments and Returned Checks:** If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due.  
  
The Landlord may collect a fee of (current bank fee) on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.
6. **Condition of Dwelling Unit:** By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all Appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.
7. **Charges for Utilities and Services:** The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1) Put "x" by any Utility tenant pays directly	Type of Utility	(2) Put "x" by any Utility Included in Tenant Rent
_____	Heat	_____
_____	Lights, Electric	X
_____	Cooking	X
_____	Water	X
_____	Other (Specify)	_____
_____	Hot Water	X
X	Telephone	_____
X	TV Cable	_____

8. **Security Deposits:** The Tenant has deposited «security deposit» with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- a. The Tenant will be eligible for a refund of the security deposit only if the Tenant provided the Landlord with the 28-day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.
- b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- c. The Landlord will refund to the Tenant the amount of the security deposit plus interest computed at N/A %, beginning N/A less any amount needed to pay the cost of:
  - (1) unpaid rent;
  - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
  - (3) charges for late payment of rent and returned checks, as described in paragraph 5; and
  - (4) charges for unreturned keys, as described in paragraph 9.
- d. The Landlord agrees to refund the amount computed in paragraph 8c within 14 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.

9. **Keys and Locks:** The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant for each key not returned.

10. **Maintenance:**

a. The Landlord agrees to:

- (1) regularly clean all common areas of the project;
- (2) maintain the common areas and facilities in a safe condition;
- (3) arrange for collection and removal of trash and garbage;
- (4) maintain all equipment and appliances in safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.

b. The Tenant agrees to:

- (1) keep the unit clean;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the project;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner.

11. **Damages:** Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable.

12. **Restrictions on Alterations:** No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

13. **General Restrictions:** The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Tenant Income Certification, Attachment 1. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. Tenant also agrees that no adults may be added as occupants or tenants for a period of 12 months from the date of the initial Lease Agreement.

The Tenant agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- b. use the unit for unlawful purposes;
- c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

14. **Rules:** The Tenant agrees to obey the House Rules which are Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

15. **Regularly Scheduled Recertifications:** Every year the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information in accordance with Program requirements. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. Failure to complete the annual recertification process by the effective date of the Certification shall be deemed a material non-compliance and may be grounds for termination of this Agreement.

16. **Paragraph omitted.**

17. **Paragraph omitted.**

18. **Paragraph omitted.**

19. **Size of Dwelling:** The Tenant understands that Landlord assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project.

20. **Access by Landlord:**

- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.

- b. The Tenant consents in advance to the following entries into the unit:
  - (i) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
  - (ii) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

21. **Discrimination Prohibited:** The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, disability, gender identity or expression, sexual orientation, marital status, or HIV infection.

22. **Change in Rental Agreement:** The Landlord may change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 45 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 28 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.

23. **Termination of Tenancy:**

- a. To terminate this Agreement, the Tenant must give the Landlord 28-days written notice before moving from the unit.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with State and local law, and the terms of this Agreement.
- c. The Landlord may terminate this Agreement for the following reasons:
  - 1. the Tenant's material noncompliance with the terms of this Agreement;
  - 2. the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
  - 3. drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
  - 4. determination made by the Landlord that a household member is illegally using a drug;
  - 5. determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
  - 6. criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
    - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
    - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

7. if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, or that is a felony under the laws of the place from which the individual flees;
  8. if the tenant is violating a condition of probation or parole under Federal or State law;
  9. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
  10. if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.
- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors of the tenant household and (4) non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

- e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit at least 45 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. All termination notices must:
- specify the date this Agreement will be terminated;
  - state the grounds for termination with enough detail for the Tenant to prepare a defense;
  - advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
  - advise the Tenant of his/her right to defend the action in court.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

24. **Hazards:** The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will

be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

25. **Penalties for Submitting False Information:** Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

26. **Contents of this Agreement:** This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

27. **Attachments to the Agreement:** The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.

- a. Attachment No. 1 – Tenant Income Certification
- b. Attachment No. 2 – Unit Inspection Report
- c. Attachment No. 3 – House Rules
- d. Attachment No. 4 – Disclosure of Information on Lead-based Paint and/or Lead-Based Paint Hazards
- e. Attachment No. 5 – Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA)
- f. Attachment No. 6 – Live-in Addendum (if applicable)

28. **Paragraph omitted**

29. **Paragraph omitted.**

30. **Paragraph omitted.**

31. **Signatures:**

TENANT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LANDLORD

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SAMPLE





## **«COMMUNITY» RESIDENTIAL LEASE RIDER**

THIS RESIDENTIAL LEASE RIDER (hereinafter referred to as the "Rider") is made and entered into «lease start date» to that certain Lease Agreement dated «lease start date». (hereinafter referred to as the "Lease") and is entered into by and between Mark Development, Inc. (hereinafter referred to as "Lessor") and «head name» and «spouse name» and «cotenant name 1» and «cotenant name 2» and «cotenant name 3» and «other dependent over 17 name 1» and «other dependent over 17 name 2» and «other dependent over 17 name 3» and «other dependent over 17 name 4» (hereinafter referred to as "Lessee") who resides in «unit\_city», Oahu, in the State of Hawaii relating to the residential unit known as Unit #«apt nbr only» in the apartment complex commonly referred to as «community» (the "Premises").

NOW THEREFORE, notwithstanding any other provisions to the contrary contained in the Lease, the parties hereto covenant and agree that the Lease shall be modified and amended as follows:

LESSEE ACKNOWLEDGES and agrees that the subject Premises are specifically identified and under the administrative control of the Section 42 Low Income Housing Tax Credit Program (hereinafter referred to as the "Program"), which limits occupants to an annual income level and provides lower rent rates to households who meet certain Program criteria (hereinafter referred to as "Qualified Households").

LESSEE ACKNOWLEDGES and agrees that participation in the Program allows the owner or its agent to increase the monthly rent rate based upon maximum allowable rents annually revised and published by the U.S. Department of Housing and Urban Development. Lessor reserves the right to increase rent rates in accordance with Program guidelines, subject to forty-five (45) days written notice to Lessee, effective for the balance of said lease term.

LESSEE ACKNOWLEDGES and agrees that participation in the Program also requires that Qualified Households must meet certain income limitations based upon the number of persons residing in the Premises and Lessee(s) agrees to notify Lessor immediately of any increases or decreases in the number of persons residing in the Premises.

LESSEE ACKNOWLEDGES and agrees that participation in the Program requires re-certification by the Lessee every twelve (12) months as required by the Program. Lessee(s) agrees to submit all necessary documentation required by the Program to Lessor for the purpose of insuring that Lessee(s) remains a Qualified Household. In the event that Lessee(s) fails to deliver such information forty-five (45) days prior to the applicable re-certification deadline, Lessor reserves the right to issue a written notice to vacate to Lessee(s). Lessee acknowledges that he/she has received the information on the Program re-certification and understands such requirements.

LESSEE ACKNOWLEDGES and agrees that participation in the Program is limited to specific restrictions with respect to students and that qualification to remain a Qualified Household is at all times dependent upon the household meeting all student status requirements. Should Lessee(s) fail to meet these requirements at any time, Lessee(s) will be deemed an unqualified household and will be subject to immediate eviction and shall be issued a written forty -five (45) day notice to vacate.

Lessee(s) agrees to notify Lessor immediately of any change in student status by any member of the household.

Except as otherwise modified and amended herein, all other terms and conditions shall remain in effect under the original lease.

**TENANT:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**LANDLORD:**

By: MARK DEVELOPMENT, INC.  
Its Managing Agent

\_\_\_\_\_  
Signature Date