

## HOME PROGRAM LEASE AGREEMENT CHECKLIST

<b>PROJECT NAME:</b>		<b>REVIEWER:</b>		
<b>PROJECT #</b>		<b>DATE:</b>		
QUESTION		ANSWER		COMMENTS
<b>REQUIRED LEASE TERMS</b> (circle answer)				
1.	Is the Lease for not less than one year or does it indicate the resident was offered a one year Lease and agreed to a shorter term?	YES	NO	
2.	Does the Lease provide that upon a 24 hour written notice to the resident the owner shall be permitted to enter the dwelling unit for the purpose of performing an inspection?	YES	NO	
3.	Does the Lease include a mechanism that will allow termination of the agreement with a 30-day written notice? Does the Lease state that to terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the found for the action at least 30 days before the effective date of the termination?	YES	NO	
4.	Does the lease allow termination ONLY for cause (EXCEPT for causes barred from being grounds for termination based on rights granted by VAWA)? Termination or refusal to renew is only allowable if one or more of the following things has occurred: a) There was serious OR Repeated violation of the lease b) there was a violation of Federal, state, or local law c) the tenant failed to complete the terms associated with transitional housing d) other good cause	YES	NO	
5.	Does the Lease contain a provision for the resident to provide accurate information to determine eligibility at move-in and annual recertification's?	YES	NO	
6.	Does the Lease include a provision for the resident to execute a release for verification for utilities on an annual basis?	YES	NO	

7.	Does the lease include: (a) Security deposit amount and utility information. (b) Monthly rental amount. (c) Signatures of all parties. (d) A statement that the Lease complies with all state and local laws.	YES	NO	
8.	Does the Lease agree to give the resident a 30-day advance, written notice of any increase in the monthly rents?	YES	NO	
9.	Does the Lease state that any material misrepresentation in the resident application for the leased premises, whether intentional or otherwise, may be treated by the owner, at its sole option, as an act of default under the Lease and all remedies available to owner in the event of other defaults shall likewise be available to owner in such case?	YES	NO	

HOME Program (REV 10-22-14)

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QUESTION		ANSWER		COMMENTS
<b>REQUIRED LEASE TERMS</b>		<b>(circle answer)</b>		
1.	Does the Lease contain an agreement by the resident to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the Lease?	YES	NO	
2.	Does the Lease contain an agreement by the resident that the owner may take, hold, or sell personal property of household members without notice to the resident and a court decision on the rights of the parties? This prohibition, however, does not apply to an agreement by the resident concerning disposition of personal property remaining in the housing unit after the resident has moved out of the unit. The owner may dispose of this personal property in accordance with state law.	YES	NO	
3.	Does the Lease contain an agreement by the resident not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent?	YES	NO	
4.	Does the Lease contain an agreement of the resident that the owner may institute a lawsuit without notice to the resident?	YES	NO	

5.	Does the Lease contain an agreement by the resident that the owner may evict the resident or household members without instituting a civil court proceeding in which the resident has the opportunity to present a defense or before a court decision on the rights of the parties?	YES	NO	
6.	Does the Lease contain an agreement by the resident to waive any right to a trial by jury?	YES	NO	
7.	Does the Lease contain an agreement by the resident to waive the right to appeal or to otherwise challenge in court a court decision in connection with the Lease?	YES	NO	
8.	Does the Lease contain an agreement by the resident to pay attorney fees or other legal cost, even if the resident wins in a court proceeding by the owner against the resident? If the case is lost, the resident, however, may be obligated to pay costs.	YES	NO	

**NOTE: The first nine answers must be YES, and the second eight answers must be NO to be in compliance.**