

## LEASE AGREEMENT CHECKLIST

<b>PROPERTY NAME:</b>		<b>SUBMITTED BY:</b>	
<b>PHFA NO.:</b>		<b>DATE:</b>	Click here to enter a date.

QUESTION		YES	NO
<b>REQUIRED LEASE TERMS</b>			
1.	Is the PHFA Low Income Housing Tax Credit Program Lease Addendum attached? <b>Page #</b>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Is the Accessible Unit Lease Addendum attached?	<input type="checkbox"/>	<input type="checkbox"/>
3.	Is the Lease for not less than one year, unless by mutual agreement between the resident and the owner? <b>Page #</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Does the lease include: <input type="checkbox"/> Security deposit amount <input type="checkbox"/> Utility information. <input type="checkbox"/> Monthly rental amount. <input type="checkbox"/> Signatures of all parties.	<input type="checkbox"/>	<input type="checkbox"/>
5.	Does the Lease agree to give the resident a 30-day advance, written notice of any increase in the monthly rents? <b>Page #</b>	<input type="checkbox"/>	<input type="checkbox"/>
6.	(TC Awards from 2018 forward): Does the lease state that the use of tobacco is prohibited in all units, the common areas, and outdoor buildings within 25 feet from all buildings in the development? <b>Page #</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PROHIBITED LEASE TERMS</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? <b>Page #</b>	<input type="checkbox"/>	<input type="checkbox"/>
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. <b>Page #</b>	<input type="checkbox"/>	<input type="checkbox"/>
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? <b>Page #</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Does the Lease contain an agreement of the resident that the owner may institute a lawsuit without notice to the resident? <b>Page #</b>	<input type="checkbox"/>	<input type="checkbox"/>
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? <b>Page #</b>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Does the Lease contain an agreement by the resident to waive any right to a trial by jury? <b>Page #</b>	<input type="checkbox"/>	<input type="checkbox"/>
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? <b>Page #</b>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>

	Page #		
9.	Does the lease state that the tenant must accept supportive services? (This requirement may be mandatory for Transitional Housing only.) Page #	<input type="checkbox"/>	<input type="checkbox"/>

***NOTE: All answers to the Required Lease Terms must be YES, and answers to the Prohibited Lease Terms must be NO to be an acceptable Lease.***