

LEASE AGREEMENT CHECKLIST

Property Name:		Submitted By:		
PHFA No./TC No.:		Date:		
REQUIRED LEASE TERMS			Page #	Complete
1.	Is the PHFA Low Income Housing Tax Credit Program Lease Addendum attached?			
2.	Is the Accessible Unit Lease Addendum attached?			
3.	Is the Resident Notification Letter on the Agent's letterhead and an acknowledgement of receipt attached?			
4.	Is the Lease for not less than one year, unless by mutual agreement between the resident and the owner?			
5.	Does the lease include: <input type="checkbox"/> Security deposit amount. <input type="checkbox"/> Utilities paid by Resident and Landlord specified. <input type="checkbox"/> Monthly rental amount. <input type="checkbox"/> Signatures of all parties. <input type="checkbox"/> A statement that the Lease complies with all federal, state, and local laws.			
6.	Does the Lease agree to give the resident a 30-day advance, written notice of any increase in the monthly rents?			
7.	<i>TC Awards from 2018 forward:</i> 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?			
PROHIBITED LEASE TERMS				NO
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?			
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.			
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?			
4.	Does the Lease contain an agreement of the resident that the owner may institute a lawsuit without notice to the resident?			
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?			
6.	Does the Lease contain an agreement by the resident to waive any right to a trial by jury?			
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?			
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.			
9.	Does the lease state that the tenant must accept supportive services? (This requirement may be mandatory for Transitional Housing only.)			