

# Housing Authority of the City of Hagerstown

## PUBLIC HOUSING DWELLING LEASE – PART I

### A. Identification of Parties and Dwelling Lease

The parties to this Lease are The Housing Authority of the City of Hagerstown, hereinafter referred to as “Landlord,” and the occupying family, hereinafter referred to as “Tenant” or “Family.” In consideration of the statements made by Tenant in Tenant’s application for public housing, Landlord leases to Tenant under the terms and conditions set forth in Part I and Part II of this Lease and any Exhibits attached to the Lease. The housing project listed below is herein called “Community” and the housing unit located at the address listed below is hereinafter called “Premises” or “Unit.” The Office of Landlord located at 35 West Baltimore Street, Hagerstown, MD, shall be known as the “Central Office,” and the telephone number is 301-733-6911.

#### 1. Description of Premises

Address:

Community:

Unit No:

Client No:

No. of Bedrooms:

#### 2. Identification of Parties

The Premises will be occupied solely by the Tenant and the following members residing in the Tenant’s household, beginning with the Head of Household and Co-Head of Household (if applicable):

Name	Relationship	Sex	DOB	Age	Social Sec No.
XXXX, YYYY.	Head of household	F	00-00-00		***_**_****

#### 3. Lease Term and Renewal Provisions

The Lease term shall be for a twelve (12) month term starting on the “Beginning Date of Lease Term” listed below and shall renew automatically for the same period for all purposes, except for noncompliance by an adult member with the community service requirements. The Landlord is prohibited from renewing the lease if a family member has violated the requirement for Tenant performance of community service or participation in an economic self-sufficiency program. The Landlord may terminate the tenancy if the family fails to accept the Landlord’s offer of a revision to an existing lease. Such revision must be on a form adopted by the Landlord, and the Landlord must give the Tenant written notice of the offer of the revision at least sixty (60) calendar days before it is scheduled to take effect. The offer will specify a reasonable time limit for the Tenant to accept the new lease terms.

Tenant is required to give a minimum thirty (30) day written notice of the intent to vacate. In accordance with the Annotated Code of Maryland, Real Property Article, Section 8-208, Tenant acknowledges the automatic renewal of this Lease as witnessed by Tenant's initials here: \_\_\_\_\_  
\_\_\_\_\_

Date of Initial Public Housing Occupancy:

Beginning Date of Lease Term:

**B. Rent Payments Due Under the Lease**

Gross Rent:

Utility Allowance:

Contract Rent:

First (1<sup>st</sup>) Mo. Pro-Rata Rent Amount (if applicable):

Notwithstanding that this Lease is for a twelve (12) month term, the rent is subject to change during the term of the lease. Tenant will receive written notice of any change in the amount of the monthly rent. Monthly rent as specified above in this Lease will remain in effect unless adjusted as a result of a reexamination, an interim adjustment or other reason permitted under the terms of this Lease or the Admissions and Continued Occupancy Policy (ACOP).

- C. Receipt for Rental Security Deposit:** Receipt is hereby acknowledged of the sum of \$\_\_\_\_\_ as a Security Deposit to protect Landlord from loss by reason of unpaid rent, damages due to breach of this Lease and/or damages to the Premises, the major appliances located at the Premises, and/or common areas caused by Tenant, Tenant's family, agents, employees, or social guests in excess of ordinary wear and tear. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the Premises. Additional information regarding Tenant's rights with respect to the Security Deposit is set forth in Part II of the Public Housing Dwelling Lease.

**EXECUTION:** By the signatures below, Tenant and adult household occupants (Co-Tenants) agree to the terms and conditions of Part I and II of this Lease and all additional documents made a part of the Lease by reference or attached as Exhibits. In the event of default by any one (1) signatory each and every remaining signatory shall be responsible for timely payment of rent and for complying with all other provisions of this Lease. By the signatures(s) below I/we also acknowledge that the Provisions of this Lease Agreement, Part I and II, and the Exhibits have been received and thoroughly explained to me/us. I/we further acknowledge that I/we understand my/our rights and responsibilities under the terms of this Lease Agreement and that all of my/our questions have been answered. I/we further acknowledge that I/we have been made aware of the Public Housing Admissions and Continued Occupancy Policy (ACOP) located at the Authority Administrative Office at 35 W Baltimore Street and on the Authority Website at [www.hagerstownha.com](http://www.hagerstownha.com) and that I/we agree to comply with all of the policies set forth in that document that pertain to Tenant responsibilities.

Tenant: \_\_\_\_\_ (SEAL) Date \_\_\_\_\_

Co-Tenant \_\_\_\_\_ (SEAL) Date \_\_\_\_\_

Co-Tenant \_\_\_\_\_ (SEAL) Date \_\_\_\_\_

Landlord \_\_\_\_\_ (SEAL) Date \_\_\_\_\_

Housing Authority of the City of Hagerstown

Witness \_\_\_\_\_ (SEAL) Date \_\_\_\_\_