

**LEASE AGREEMENT**

**I. TERM AND PARTIES:** This is a lease (the "Lease") for a period of \_\_\_\_\_ months (the "Lease Term"),  
(Number)  
beginning \_\_\_\_\_ and ending \_\_\_\_\_, between  
(Month, day, year) (Month, day, year)

\_\_\_\_\_  
(Name of owner of the property)  
and \_\_\_\_\_  
(Name of person(s) to whom the property is leased)

(In the Lease, the owner, whether one or more, of the property is called "Landlord." All persons to whom the property is leased are called "Tenant.")

**II. PROPERTY RENTED.** Landlord leases to Tenant the premises located at the following address:.

\_\_\_\_\_  
(Street address)  
\_\_\_\_\_, Florida \_\_\_\_\_  
(City) (Zip code)

together with the following furniture and appliances:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List all furniture and appliances. If none, write "none."] (In the Lease the property leased, including furniture and appliances, if any, is called "the Premises.")

**III. COMMON AREAS.** In multi-family properties, Landlord grants to Tenant permission to use, along with others, the common areas of the building and the development of which the Premises are a part.

**IV. RENT:** Tenant shall pay to Landlord the sum of \$ \_\_\_\_\_ as rent for the full term of the lease, payable in monthly installments to Landlord due on the \_\_\_\_\_ day of each calendar month during the period of this Lease. Rent shall be mailed or delivered in person to \_\_\_\_\_

- a. The Rent shall be payable in monthly installments on the \_\_\_\_\_ day of each month, with a five (5) day grace period.
- b. Payment can be made by cash, check, money order at the Owners' address specified above or at such other address as Owner may from time to time designate by written notice served upon Tenant.
- c. Owner or his employee or agent will every month provide tenants with a written rent receipt.

**V. DEPOSITS, ADVANCE RENT, AND LATE CHARGES.** In addition to the Lease Payments described above, Tenant shall pay the following: (check only those items that apply)

- a security deposit of \$ \_\_\_\_\_ to be paid upon signing the Lease.
- a pet deposit in the amount of \$ \_\_\_\_\_ to be paid upon signing the Lease.
- a late charge in the amount of \$ \_\_\_\_\_ for each Lease Payment made more than \_\_\_\_\_ number of days after the date it is due. Notwithstanding this provision or any other provision in this Lease to the contrary, Landlord and Tenant agree, that Landlord shall not be entitled to collect a late fee or charge from both the Tenant and Miami-Dade Public Housing Authority ("MDPHA") under this Lease.
- a bad check fee in the amount of \$ \_\_\_\_\_ (not to exceed \$30.00 or 5% of the Lease Payment, whichever is greater). If Tenant makes any Lease Payment with a bad check, Landlord can require Tenant to pay all future Lease Payments in cash or by money order.

**VI. SECURITY DEPOSITS AND ADVANCE RENT.** If Tenant has paid a security deposit or advance rent the following provision apply:

- A. Landlord shall hold the money in a separate non-interest-bearing account in a banking institution insured by the FDIC for the benefit of Tenant. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord.
- B. Upon the vacating of the premises for termination of the lease, if the Landlord does not intend to impose a claim on the

security deposit, the Landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. If the Landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

- C. Unless the tenant objects to the imposition of the Landlord's claim or the amount thereof within 15 days after receipt of the Landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

**VII. NOTICES.** \_\_\_\_\_ Is Landlord's Agent. All notices to Landlord and Lease Payments  
[Name]  
must be sent to Landlord's Agent at \_\_\_\_\_  
[Address]

Unless Landlord gives Tenant written notice of a change, Landlord's Agent may perform inspections on behalf of Landlord. All notices to Landlord shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premise. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

**VIII. USE OF PREMISES.** Tenant shall use the Premises only for residential purposes. Tenant also shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises.

The Premises may be located in a condominium, cooperative development or may be subject to a Homeowners Association (collectively Association). The lease, and Tenant's rights under the Lease, shall be subject to all terms, conditions, provisions, and restrictions set out in the Declaration of Condominium, Homeowners' Association, the plat, and restrictions, rules and regulations as now exist or may be adopted, modified, amended, or repealed by the governing Association during the Lease Term.

- A. Tenant may not keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing.
- B. Tenant shall not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Landlord's consent.
- C. Tenant shall not create any environmental hazards on or about the Premises.
- D. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.
- E. Tenant may not make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement.
- F. Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

**IX. CARE AND MAINTENANCE OF PREMISES:**

- A. Owner's Responsibilities:
  - i. Warranty of Habitability: The Owner promises that the leased premises and building are fit to live in and not dangerous to life, health, or safety of the occupants and that the apartment and building meet the standards required by all applicable housing codes, building codes, health codes and Section 83.51 of the Florida Statutes. At all times during Tenant's tenancy, Owner shall maintain the premises in good condition as required by all applicable building, housing, health codes and Section 83.51 of the Florida Statutes. Owner agrees to meet all requirements of applicable codes and laws, including but not limited to:
    1. Maintaining the roofs, windows, screens, doors, floors, steps, porches, exterior and interior walls, foundations and all other structural components.
    2. Maintain all plumbing in reasonable and working order.
    3. Maintain all electrical systems in reasonable and working order.
    4. Provide hot and cold running water 24-hours a day.
    5. Provide for regular extermination of rats, mice, roaches, ants, wood-destroying organisms and bedbugs.
    6. Provide for the clean and safe condition of all inside and outside common areas including garbage pickup, lawn maintenance and maintenance of exterior lighting.

- ii. **Breach of Warranty of Habitability:** Unless the apartment or building becomes unfit to live in due to the misconduct of the tenant or the tenant's family or guests, the Owner will be held responsible for any breach of warranty of habitability. Conditions which would constitute breach of the warranty of habitability include, but are not limited to:
  1. Insect or Rodent Infestation
  2. Insufficient plumbing facilities
  3. Dangerous electrical outlets or wiring
  4. Inadequate sanitation facilities
  5. Holes in walls or ceilings

**B. Tenant's Responsibilities:** At all times during the Lease Term, Tenant shall:

1. comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
2. keep the Premises clean and sanitary;
3. remove all garbage from the dwelling unit clean, and sanitary, and in repair; and
4. keep all plumbing fixtures in the dwelling unit clean, sanitary and in repair; and
5. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators.

C. **Repairs:** Prior to the Commencement date of this agreement, Owner shall (at Owner's own cost and expense, and to the satisfaction of Tenant) put the premises in a condition that meets the Warrant of Habitability standard referenced above and all other applicable standards from housing, building codes, health codes and Section 83.51 of the Florida Statutes. The Owner shall be responsible for all subsequent repairs as to keep and maintain the premises to the standards required by applicable housing, building codes, health codes and Section 83.51 of the Florida Statutes.

a. **Time for Repairs:**

- i. Non-emergency repairs will be made within 15 days of receipt of Repair Request Form.
- ii. In the event that repairs are not completed within 15 days, Tenants may elect to EITHER:
  1. Pay for repairs and deduct the cost of repairs from the monthly rent rate. Deductions should be based either on actual receipts or at rates equivalent to current standard; OR
  2. Exercise their legal right to abate rent payments until all repairs are completed.

D. **Right of Inspection:** During the term of this lease and any renewal thereof, Owner and his agents shall only enter described premises to conduct repairs or inspection upon 3-days written notice to Tenant AND after Tenant and Owner (or his agents) have agreed upon a date and time for the inspection or repair to occur. Owner shall not enter the described premises without Tenant's permission, the only exception being in the case of emergency or when absolutely necessary for the protection or preservation of the premises. Tenant agrees to not unreasonably withhold consent to the Owner to enter the described premises.

**X. UTILITIES AND AMENITIES (Please check all that apply to the unit)**

Utilities

**Electricity** bills will be paid by  Landlord  Tenant.  
*Select a power source*  Natural Gas  Electric  Heat Pump  Bottle Gas (Propane)

**Heating** bills will be paid by  Landlord  Tenant.  
*Select a power source*  Natural Gas  Electric  Heat Pump  Bottle Gas (Propane)

**Refrigerator** will be provided by  Landlord  Tenant  
*Select a power source*  Natural Gas  Electric  Heat Pump  Bottle Gas (Propane)

**Range /Microwave** will be provided by  Landlord  Tenant  
*Select a power source*  Natural Gas  Electric  Heat Pump  Bottle Gas (Propane)

**AC** bills will be paid by  Landlord  Tenant  
*Select a power source*  Natural Gas  Electric  Heat Pump  Bottle Gas (Propane)

**AC/Heating** bills will be paid by  Landlord  Tenant  
*Select a power source*  Natural Gas  Electric  Heat Pump  Bottle Gas (Propane)

**Other Electric** bills will be paid by  Landlord  Tenant  
*Select a power source*  Natural Gas  Electric  Heat Pump  Bottle Gas (Propane)

Utilities (continued)

Water bills will be paid by	___ Landlord	___ Tenant.
Sewer bills will be paid by	___ Landlord	___ Tenant.
Trash services will be paid by	___ Landlord	___ Tenant.

Amenities

Garbage Disposal	___	Cable	___
Dishwasher	___	Pool	___
Pest Control	___	Security System	___
Lawn Care	___	W/D Hookups	___
Washer/Dryer in Unit	___	Ceiling Fans	___
Washer/Dryer in Complex	___	Microwave (In addition to range)	___

**XI. LANDLORD’S ACCESES TO PREMISES.** Landlord or Landlord’s Agent may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
- B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
  - 1. with Tenant’s consent;
  - 2. in case of emergency;
  - 3. when Tenant unreasonably withholds consent; or
  - 4. if Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies the Landlord of an intended absence, then Landlord may enter only with Tenant’s consent for the protection or preservation of the Premises.

**XII. PROHIBITED ACTS BY LANDLORD.**

Landlord cannot cause, directly or indirectly, the termination or unreasonable interruption of any utility service furnished to Tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration (whether or not the utility service is under the control of, or payment is made by, Landlord).

Landlord cannot prevent Tenant’s access to the Premises by any means, including, but not limited to, changing the locks or using any bootlock or similar device.

Landlord cannot remove the outside doors, locks, roof, walls, or windows of the Premises except for purposes of maintenance, repair, or replacement. Landlord cannot remove Tenant’s personal property from the Premises unless the action is taken after surrender, abandonment, or a lawful eviction. If provided in a written agreement separate from the Lease, upon surrender or abandonment by Tenant, Landlord shall not be liable or responsible for storage or disposition of Tenant’s personal property. (For the purpose of this section, abandonment means Tenant is absent from the Premises for at least one-half a Rental Installment Period without paying rent or giving Landlord reasonable notice of Tenant’s absence).

**XIII. CASUALTY DAMAGE.** If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant’s consent, so that the use of the Premises is substantially impaired. Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant’s liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

**XIV. DEFAULT.**

- A. **Landlord’s Default.** Except as noted below, Landlord will be in default if Landlord fails to comply with Landlord’s required maintenance obligations under Section IX(A) or fails to comply with other material provisions of the Lease and such failure continues for more than 7 days after Tenant delivers a written notice to Landlord that tells Landlord how Landlord has violated the Lease.

If Landlord’s failure to comply is due to causes beyond the Landlord’s control and if Landlord has made, and continues to make, every reasonable effort to correct the problem, the Lease may be altered by the parties, as follows:

- 1. If Landlord’s failure to comply makes the Premises uninhabitable and Tenant vacates, Tenant shall not be liable

- for rent during the period the Premises remains uninhabitable.
2. If Landlord's failure to comply does not make the Premises uninhabitable and Tenant continues to occupy the Premises, the rent for the period of noncompliance will be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

**B. Tenant's Default.** Tenant will be in default if any of the following occur:

1. Tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday and legal holidays, after delivery of written demand by Landlord for payment of the rent or possession of the Premises.
2. Tenant fails to perform its obligations under the Lease, and the failure is such that Tenant should not be given an opportunity to correct it or the failure occurs within 12 months of a written warning by Landlord of a similar failure. Examples of such failures which do not require an opportunity to correct include, but are not limited to, destruction, damage, or misuse of Landlord's or other Tenant's property by an intentional act or a subsequent or continued unreasonable disturbance.
3. Except as provided above, Tenant fails to perform any other obligation under the Lease and the default continues for more than 7 days after deliver of written notice to Tenant from Landlord specifying the default.

**C. Waiver of Default.** If Landlord accepts rent knowing of Tenant's default or accepts performance by Tenant of any provision of the Lease different from the performance required by the Lease, if Tenant pays rent knowing of Landlord's default or accepts performance by Landlord of any provision of the Lease different from the performance required by the Lease, the party accepting the rent or performance or making the payment shall not have the right to terminate the Lease or to bring a lawsuit for that default, but may enforce any later default.

## **XV. REMEDIES AND DEFENSES.**

**A. Tenant's Remedies.**

1. If Landlord has defaulted under the Lease and if Tenant has given Landlord a written notice describing the default and Tenant's intention to withhold rent if the default is not corrected within 7 days, Tenant may withhold an amount of rent equal to the loss in rental value caused by the default. If Tenant's notice advises Landlord that Tenant intends to terminate the Lease if the default is not cured within 7 days and the default is not cured within the 7 days, Tenant may terminate the Lease.
2. If Tenant has given the notice referred to in subparagraph (1) above, and if Landlord has not corrected the default within 7 days, Tenant may, in addition to withholding the applicable amount of rent, file a lawsuit in county court to require Landlord to correct the default and for damages.
3. If Landlord's default makes the Premises uninhabitable, and if Tenant has given Landlord a notice describing the default and informing Landlord that Tenant intends to terminate the Lease, then if Landlord does not cure the default within the 7-day period, Tenant may terminate the Lease at the end of the 7 days.
4. If Landlord violates the provisions of Section XII, Landlord shall be liable to Tenant for actual and consequential damages or 3 months' rent, whichever is greater, for each violation.

**B. Landlord's Remedies.**

1. If Tenant remains on the Premises after expiration or termination of the Lease without Landlord's permission, Landlord may recover possession of the Premises in the manner provided for by law. Landlord may also recover double rent for the period during which Tenant refuses to vacate the Premises.
2. If Tenant defaults under the Lease by failing to pay rent, as set forth in section XIV(B)(1), Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises immediately. If Tenant defaults under the Lease for any other reason, as set forth in sections XIC(B)(2) or (3) above, Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises within 7 days of delivery of the notice of termination.
3. If Tenant fails to cure a default within the time specified in the notice to Tenant, Landlord may recover possession of the Premise as provided by law.
4. Landlord shall not recover possession of the Premises except:
  - a. in a lawsuit for possession;
  - b. when Tenant has surrendered possession of the Premises to Landlord; or
  - c. when Tenant has abandoned the Premises. Absent actual knowledge of abandonment, the Premises shall be considered abandoned if Tenant is absent from them for at least one-half a Rental Installment Period, the rent is not current, **and** Tenant has not notified Landlord, in writing, of an intended absence.
5. If Tenant has defaulted under the Lease and Landlord has obtained a writ of possession. If Tenant has surrendered possession of the Premises to Landlord or if Tenant has abandoned the Premises, Landlord may:
  - a. treat the Lease as terminated, retake possession for Landlord's own account, and any further liability of Tenant will be ended;
  - b. retake possession of the Premises for Tenant's account. Tenant will remain liable for the difference between rent agreed to be paid under the Lease and rent Landlord is able to recover in good faith from a new tenant; or

- c. do nothing, and Tenant will be liable for the rent as it comes due.
- 6. If Landlord retakes possession of the Premises for Tenant's account, Landlord must make a good faith effort to re-lease the Premises. Any rent received by Landlord as a result of the new lease shall be deducted from the rent due from Tenant. For purposes of this section, "good faith" in trying to re-lease the Premises means that Landlord shall use at least the same efforts to re-lease the Premises as were used in the initial rental or at least the same efforts as Landlord uses in attempting to lease other similar property. It does not require Landlord to give a preference in leasing the Premises over other vacant properties that Landlord owns or has the responsibility to rent.

**C. Other Remedies** Each party also may have other remedies available at law or in equity.

**D. Defenses.** In a lawsuit by Landlord for possession of the Premises based upon nonpayment of rent or in a lawsuit by Landlord seeking to obtain unpaid rent, Tenant may assert as a defense Landlord's failure to perform required maintenance, as set forth in Section IX(A) above. Landlord's failure to provide elective maintenance, as set forth in Section IX(B) above, shall not be a defense to any lawsuit by Landlord for possession of the Premises unless otherwise provided by the Lease or applicable law. Tenant also may raise any other defense, whether legal or equitable, that Tenant may have, including the defense or retaliatory conduct.

**E. Payment of Rent to Court.** In any lawsuit by Landlord for possession of the Premises, if Tenant raises any defense other than payment, Tenant must pay into the registry of the court the past due rent set forth in Landlord's complaint, or an amount determined by the court, and the rent which comes due during the lawsuit, as it comes due. Failure of Tenant to pay the rent into the registry of the court will be a waiver of Tenant's defenses other than payment.

**F. Attorney's Fees.** In any lawsuit brought to enforce the Lease or under applicable law, the party who wins may recover its reasonable court costs and attorneys' fees from the party who loses.

**XVII. RISK OF LOSS.** Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effect of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable if such damage, theft or loss is caused by Tenant, Tenant's family, agents, employees, guest or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage or injury caused by its own negligence or willful conduct.

**XVIII. SUBORDINATION.** The Lease is subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

**XIX. LIENS.** Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Tenant. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

**XXI. RENEWAL/EXTENSION.** The Lease can be renewed only by a written agreement signed by both Landlord and Tenant, but **no renewal may extend the term to a date more than 1 year after the lease begins.** A new lease is required each year.

**XXII. MISCELLANEOUS:**

- A. Time is of the essence of the Lease.
- B. The Lease and the HUD-approved Tenancy Addendum (form HUD-52641A), which is attached hereto and incorporated by reference, shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- C. In case of any conflict between the provisions of the Tenancy Addendum as required by HUD, and any other provisions of the Lease or any other agreement between the owner and the tenant, the requirements of the HUD-required Tenancy Addendum shall control.
- D. The agreements contained in the Lease and the HUD-approved Tenancy Addendum set forth the complete understanding of the parties and may not be changed or terminated orally.
- E. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- F. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

- G. The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.
- H. Landlord and Tenant will use good faith in performing their obligations under the Lease.
- I. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- J. The Landlord hereto agrees to abide by terms and conditions of the Housing Assistance Payments Contract ("HAP") between Landlord and MDPHA and with all rules and regulations of the MDPHA Housing Choice Voucher and/or Moderate Rehabilitation Program ("Program"). The provision of the HAP and Program are incorporated herein by reference.

The Lease has been executed by the parties on the dates indicated below:

Executed by Landlord in the presence of:

<p>_____</p> <p>Print Name: _____</p>	<p>_____</p> <p>Print Landlord Name</p>
<p>_____</p> <p>Print Name: _____</p>	<p>By: _____</p> <p>Landlord's Signature</p>

<p>_____</p> <p>Print Name: _____</p>	<p>As: _____</p>
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2 witnesses needed for Landlord

Date: \_\_\_\_\_

Executed by Tenant in the presence of:

<p>_____</p> <p>Print Name: _____</p>	<p>_____</p> <p>Tenant's signature</p>
<p>_____</p> <p>Print Name: _____</p>	<p>_____</p> <p>Print Tenant Name</p>

<p>_____</p> <p>Print Name: _____</p>	<p>Date: _____</p>
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<p>_____</p> <p>Print Name: _____</p>	<p>_____</p> <p>Tenant's signature</p>
<p>_____</p> <p>Print Name: _____</p>	<p>_____</p> <p>Print Tenant Name</p>

<p>_____</p> <p>Print Name: _____</p>	<p>Date: _____</p>
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2 witnesses needed for each Tenant

This form was completed

With the assistance of

Name:

Address:

Telephone No.