

Exhibit 6-2: Required RHS 515 Lease Provisions

**All leases for RHS 515 with Section 8 properties must contain the following information and provisions. Those provisions marked with an asterisk (*) are addressed in the HUD Model Lease for Subsidized Programs. See RHS Handbook HB-2-3560 for additional information pertaining to RHS lease requirements.

- (i) *The name of the tenant, any co-tenants, and all members of the household residing in the rental unit;
- (ii) *The identification of the rental unit;
- (iii) *The amount and due date of monthly tenant contributions, any late payment penalties, and security deposit amounts;
- (iv) *The utilities, services, and equipment to be provided for the tenant;
- (v) *The tenant's utility payment responsibility;
- (vi) *The certification process for determining tenant occupancy eligibility and contribution;
- (vii) *The limitations of the tenant's right to use or occupancy of the dwelling;
- (viii) *The tenant's responsibilities regarding maintenance and consequences if the tenant fails to fulfill these responsibilities;
- (ix) The agreement of the borrower to accept the tenant contribution toward rent charges prior to payment of other charges that the tenant owes and a statement that borrowers may seek legal remedy for collecting other charges accrued by the tenant;
- (x) *The maintenance responsibilities of the borrower in buildings and common areas according to state and local codes, Agency regulations, and Federal fair housing requirements.
- (xi) *The responsibility of the borrowers at move-in and move-out to provide the tenant with a written statement of rental unit's condition and provisions for tenant participation in inspection;
- (xii) *The provision for periodic inspections by the borrower and other circumstances under which the borrower may enter the premises while a tenant is renting;
- (xiii) *The tenant's responsibility to notify the borrower of an extended absence;
- (xiv) *A provision that tenants may not assign the lease or sublet the property;
- (xv) A provision regarding transfer of the lease if the housing project is sold to an Agency-approved buyer;
- (xvi) *The procedures that must be followed by the borrower and the tenant in giving notices required under terms of the lease including lease violation notices;
- (xvii) *The good-cause circumstances under which the borrower may terminate the lease and the length of notice required;
- (xviii) The disposition of the lease if the housing project becomes uninhabitable due to fire or other disaster, including rights of the borrower to repair building or terminate the lease;
- (xix) The procedures for resolution of tenant grievances consistent with the requirements of §3560.160;
- (xx) *The terms under which a tenant may, for good cause, terminate their lease, with 30 days notice, prior to lease expiration; and
- (xxi) *The signature and date clause indicating that the lease has been executed by the borrower and the tenant.**