

**Harbor Homes, Inc.**  
**Veterans Transitional Housing Program**  
**59 Factory Street**  
**Tenant - Owner Lease**  
**HOME Program**

1. Description of the Parties and Premises: Landlord: **Harbor Homes, Inc.** does hereby lease to the tenant, \_\_\_\_\_ the dwelling unit described below, under the terms and conditions stated herein.

Address: Veterans Transitional Housing  
59 Factory Street, Nashua, NH

Unit No. \_\_\_\_\_

2. Term of Lease

The Veterans Transitional Housing Program at 59 Factory Street has a maximum tenancy of twenty four (24) months.

The term of the Lease shall begin on \_\_\_\_\_, 20\_\_\_\_ and shall continue until (1) a termination of the Lease by the Landlord in accordance with Paragraph 7 of this Lease, (2) a termination of the Lease by the Tenant in accordance with Paragraph 10 of the Lease or by mutual agreement during the term of the lease

3. Rent

(A) The amount of the total monthly rent payable to the Landlord during the term of Lease (called the "Contract Rent") shall be determined in accordance with the HOME regulations. During the initial twelve (12) months of this Lease the total Contract Rent shall be \$ \_\_\_\_\_ per month.

(B) The Tenant Rent as approved by HUD guidelines is the maximum amount the Landlord can require the Tenant to pay as rent for the dwelling unit, including all services, maintenance and utilities to be provided by the Landlord in accordance with this Lease.

4. Security Deposit

(A) The Tenant has deposited \$ \_\_\_\_\_ with the Landlord as a Security deposit. The Landlord will comply with State law regulations regarding Security Deposits from a Tenant, and shall not collect a Security Deposit which is more than the maximum amount permitted by law.

(B) The Landlord will hold the Security Deposit during the period the Tenant Family occupies the dwelling unit under the Lease. The Landlord shall comply with State and local laws regarding interest payments on Security Deposits.

(C) After the Tenant Family has moved from the dwelling unit, the Landlord may (subject to State and local law) use the Security Deposit, including any interest on the deposit, as reimbursement for any unpaid Tenant Rent or other amounts which the Tenant owes under the Lease. The Landlord, will give the Tenant a written list of all items charged against the Security Deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.

5. Utilities and Appliances

The Landlord shall provide the utilities and appliances listed in column (1) below for the dwelling unit without any additional charge to the Tenant. The cost of these utilities is included in the Contract Rent. The utilities/appliances listed in column (2) below are not included in the Contract Rent and are paid for by the Tenant.

Type of Utility/Appliance	Column 1 Put "X" by Utility/ Appliance provided by the Landlord	Column 2 Put "X" by Utility/ Appliance provided by the Tenant
Heat	_____	_____
Cooking Fuel	_____	_____
Other Electricity	_____	_____
Water Heating	_____	_____
Water	_____	_____
Sewer	_____	_____
Trash Collection	_____	_____
Range	_____	_____
Refrigerator	_____	_____
Other (Specify)	_____	_____
_____	_____	_____
_____	_____	_____

6. Maintenance and Services

(A) The Landlord shall maintain the dwelling unit, equipment and appliances and common areas and facilities, to provide, decent, safe and sanitary housing in accordance with the Housing Quality Standards(24 CFR Section 882.109) including the provision of all the services, maintenance and utilities set forth in the Lease.

The Landlord shall respond in a reasonable time to calls by the Tenant for services consistent with said obligation. Maintenance with respect to common areas, facilities and equipment shall include cleaning; maintenance of lighting and equipment; maintenance of grounds, lawns and shrubs, and removal of snow and ice.

(B) Extermination Services shall be provided by the Landlord as conditions may require.

(C) Repainting shall be provided by the Landlord as conditions may require.

## 7. Termination of Tenancy

(A) The Landlord shall not terminate the tenancy except for:

(i) Serious or repeated violation of the terms and conditions of the Lease,

(ii) Violation of Federal, State or local law which imposes obligations on a Tenant in connection with the occupancy or use of the dwelling unit and surrounding premises including the rules and requirements of the Veterans Administration Grant and Per Diem Program, or

(iii) Other good cause. However, during the first year of the term of the Lease, the Landlord may not terminate the tenancy for "other good cause: unless the termination is based on malfeasance or nonfeasance of the Tenant Family.

(B) The following are some examples of "other good cause" for termination of tenancy by the Landlord (i) failure of the Tenant Family to accept the offer of a new Lease in accordance with Paragraph 9 of this Lease, (ii) a Tenant Family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property, (iii) criminal activity by Tenant Family members involving crimes of physical violence to persons or property. This list of examples is intended as a non-exclusive statement of some situations included in "other good cause" but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list.

(C) The Landlord may evict the Tenant from the unit only by instituting a court action. The Landlord must give notice to the Tenant under State or local law, the notice to the NHHFA may be given by furnishing the NHHFA a copy of the notice to the Tenant.

8. The Landlord shall not discriminate against the Tenant Family in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap or national origin.

9. After approval of a proposed new Lease by the NHHFA in accordance with HUD regulations, the Landlord may offer the Tenant Family the proposed new Lease for

execution on behalf of the Tenant Family, for a term beginning at any time after the first year of the term of this Lease. The Landlord shall give the Tenant written notice of the offer, at least thirty (30) days before the proposed commencement date of the new Lease term. The offer may specify a reasonable time limit for acceptance by the Tenant Family.

10. The Tenant may terminate the Lease without cause at any time after the first year of the term of Lease, on not less than thirty (30) days written notice by the Tenant to the Landlord. (The provisions of this subsection are not intended to limit any right of the Tenant to terminate the Lease where so provided elsewhere in the Lease.)

#### 11. Occupancy of the Dwelling Unit

The Tenant agrees not to assign this Lease, not to sublet or transfer possession of the premises, not to give accommodation to boarders or lodgers. The Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for the Tenant and his/her family and/or dependants. This provision does not prohibit reasonable accommodation of the Tenant's guests or visitors.

#### 12. Damage and Repair

The Tenant shall use reasonable care to keep his/her dwelling unit in such condition as to prevent health or sanitation problems from arising. The Tenant shall notify the Landlord of known need for repairs in his/her dwelling unit. Except for normal wear and tear, the Tenant agrees to pay reasonable charges for repair of intentional or negligent damage to the leased premises caused by the Tenant, his/her family or dependents, and guests or invitees. The Landlord agrees to maintain the unit and grounds in a decent, safe and sanitary condition. The Landlord shall be responsible for all ordinary and extraordinary maintenance, and its costs. If repairs of defects hazardous to life, health and safety are not made, the Tenant shall notify the NHHFA promptly.

#### 13. Inspections

There shall be a weekly inspection of the dwelling unit by a designated staff member of Harbor Homes, Inc. NHHFA will conduct an annual inspection of the dwelling unit by a designated staff member. A written report of the findings of such inspection shall be maintained by the NHHFA. During the term of the Tenant's occupancy, the Landlord will be permitted to enter the Tenant's dwelling unit for the purpose of examining the condition thereof. Such entry shall be made only during reasonable hours, after advance notice in writing to the tenant. The Landlord shall have the right to enter the Tenant's dwelling unit without prior notice to the Tenant if the Landlord believes that an emergency exists which requires such entrance.

When the Tenant vacates, the Landlord may inspect the dwelling unit in order to assess that amount, if any, by which the Tenant's Security Deposit shall be reduced, pursuant to Paragraph 4 above.

14. Legal Notices

Any notice required hereunder will be sufficient if delivered in writing directly to the Tenant, or if sent by Certified Mail, properly addressed to the Tenant, postage prepaid.

15. This Lease is subject to all terms and requirements under the New Hampshire Landlord and Tenant Laws.

16. Residence and or Vacation of Leased Premises

The Tenant shall be deemed to be residing on the leased premises unless there is a departure by the Tenant which is not temporary, in fact and intent. The Tenant's leaving behind personal property after permanent vacation of the leased premises shall not constitute continued residence by the Tenant. Said property shall be abandoned, and the Tenant shall forfeit any rights thereto.

17. Keys

The tenant is required to return the keys to the Landlord on moving day.

18. General Restrictions

The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling unit for himself/herself and the individuals listed on the Lease. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

- a) Sublet or assign the unit, or any part of the unit,
  - b) Make or permit noises or acts that will disturb the rights or comfort of neighbors. The tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.
  - c) The Tenant agrees that the Tenant and members of the household must not engage in or permit:
    - 1) Any criminal activity, including drug-related criminal activity, whether in the unit or elsewhere on or near the project or
    - 2) Any other unlawful activity in the unit or on the project.
19. Prohibited Lease Provisions

Notwithstanding anything to the contrary contained in the Lease, any provision of the Lease which falls within the classifications below shall be inapplicable

(A) Agreement to be Sued. Agreement by the Tenant to be sued, to admit guilt or to a judgment in favor of the Landlord in a lawsuit brought in connection with the Lease;

(B) Treatment of Property. Agreement by the Tenant that the Landlord may take, hold, or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition however, does not apply to an Agreement by the Tenant concerning disposition of personal property remaining in the housing unit after the Tenant has moved out of the unit. The Landlord may dispose of this personal property in accordance with State law;

(C) Excusing Landlord from Responsibility. Agreement by the Tenant not to hold the Landlord or the Landlord's agents legally responsible for any action or failure to act, whether intentional or negligent;

(D) Waiver of Notice. Agreement of the Tenant that the Landlord may institute a lawsuit without notice to the Tenant;

(E) Waiver of Legal Proceedings. Agreement by the Tenant that the Landlord may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(F) Waiver of a Jury Trial. Agreement by the Tenant to waive any right to a trial by jury;

(G) Waiver of Right to Appeal Court Decision. Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

(H) Tenant Chargeable with Cost of Legal Actions Regardless of Outcome. Agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court by the Landlord against the Tenant. The Tenant however, may be obligated to pay costs if the Tenant loses.

20. Occupant(s) of Household

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21. Additional Terms

Please see Dalianis House Resident Handbook.

All units are non-smoking. Smoking is prohibited in all common areas including the elevator.

Signatures:

Tenant

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print or type the name of Family Representative

Landlord

Harbor Homes, Inc.

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print or type the name and title of Signatory