



August 2023

Lease Training

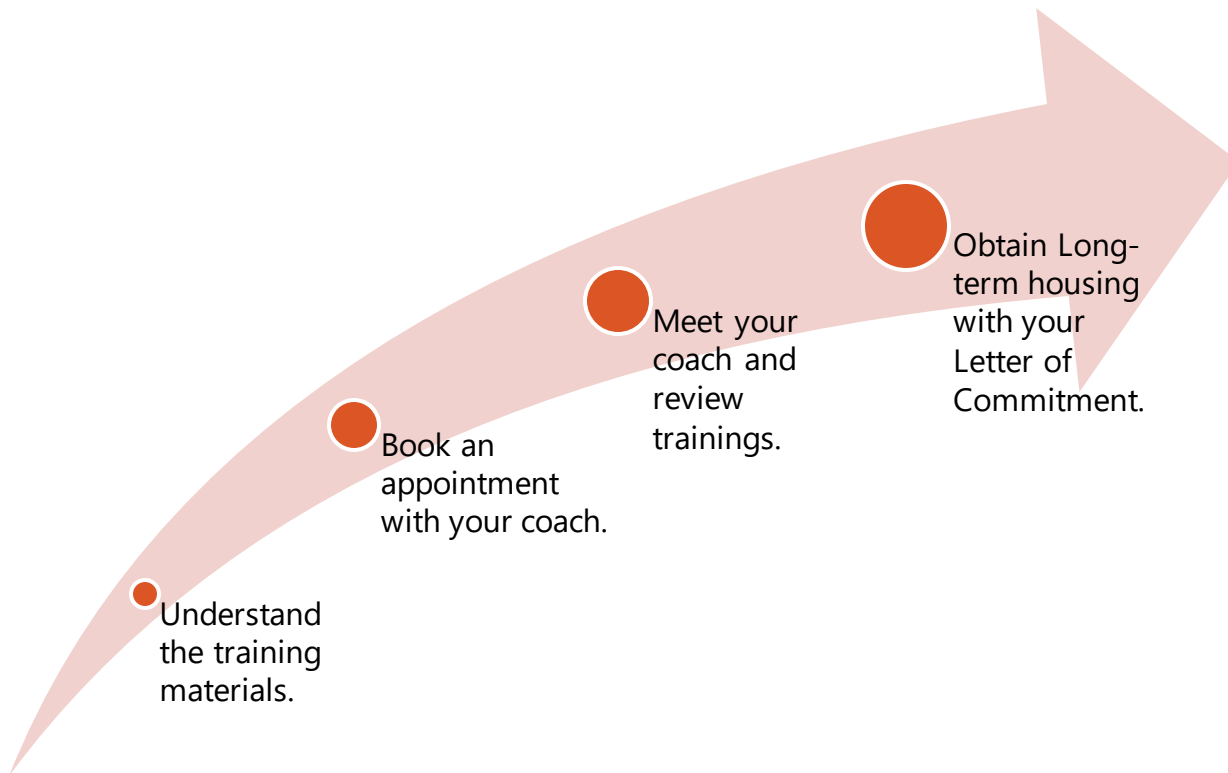
North Dakota Housing Stability Program



Health & Human Services

Objectives

Please refer to the trainings provided during your coaching session and as you search for housing.



By the conclusion of this training, you will be able to answer the following questions with your Housing Stability Coach:

1. What does the word lease mean to you?
2. What must be included in your lease?
3. The training manual mentions additional fees that may be on a lease. What are some of these fees? Do these fees count towards your total rent amount?
4. When looking for housing, what are some things to consider?
5. What documents will you need when submitting your housed extension?
6. When would you have to provide a Letter of Commitment that has been filled out by the HP?
7. What do you do once you have a signed lease?
8. Where do you get a ledger?
9. What happens if you pay the upfront fees such as the deposit and first month's rent out of your own pocket?
10. When should you be able to move in, even if the rent assistance payment has not been received by the Housing Provider?

What is a Lease?

STANDARD LEASE AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Standard Lease Agreement") is made and entered into this _____ day of _____, 20____ by and between the Landlord known as _____ with a mailing address of _____, State of _____, City of _____ (hereinafter referred to as "Landlord") and the Tenant known as _____ with a mailing address of _____, State of _____, City of _____ (hereinafter referred to as "Tenant").

For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- PROPERTY.** Landlord owns certain real property and improvements located at _____, State of _____, City of _____ (hereinafter referred to as the "Property"). Landlord desires to lease the Property to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Property from Landlord upon the terms and conditions contained herein.
- TERM.** This Standard Lease Agreement shall commence on _____, 20____, at _____ (hereinafter referred to as the "Term"). Upon the end of the Term, Tenant shall vacate the Property unless one of the following circumstances apply:
 - Landlord agrees to orally extend the Standard Lease Agreement in writing or create and execute a new Standard Lease Agreement;
 - Landlord accepts new rent from Tenant, which does not constitute past due Rent.In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least thirty (30) days prior to the desired date or the minimum time-period required by the State, whichever is less. Notices to terminate may be given on any calendar day, irrespective of commencement date. Rent shall continue at the rate specified in this Standard Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this Standard Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).
- RENT.** Tenant shall pay to Landlord the sum of \$_____ per month (hereinafter referred to as "Rent") for the Term of the Agreement. The due date for Rent payment shall be the _____ day of each calendar month and shall be considered advance payment for that month (hereinafter referred to as the "Due Date"). Weekends and holidays do not delay or excuse Tenant's obligation to pay Rent in a timely manner.
 - Late Rent.** If Rent is not paid within _____ days of the Due Date, the Rent shall be considered past due and a late fee of \$_____ or _____ % of the Rent past due shall be applied for every _____ day Rent is late _____ occurrence Rent is late.
 - Returned Checks.** In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, as described above, until Landlord has received each such check, plus late Rent penalties, as described above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.

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A contract between a housing provider (lessor) and tenant (lessee).

Allows the tenant to lease or rent a property for a specified amount of time with certain conditions.

Typically spells out the obligations of both the housing provider and tenant.

The rental arrangement must be verified and approved by ND Housing Stability prior to assistance being issued.

Lease Terms and Obligations

COMMON LEASE TERMS

- A Lease term can be any length of time. Within that time, the lease agreement is legally in effect.
- One year+
- Six Months
- Month-to-Month
- Term leases can also end as a month-to-month term.
- Month-to-month is a lease term that lasts for a period of 30 days. They can be terminated by either party by providing a 30-day notice.

MONTHLY RENT AMOUNT

- Rent is a monthly obligation that the tenant is required to pay to remain in compliance with the signed lease agreement.
- Monthly rent amount and additional fees, cannot exceed the rent limit given in your Letter of Commitment.
- Generally, the rent cannot be raised until after the lease period ends.
- For month-to-month leases, rent may raise by any amount with written notice at least 30 days prior. Subsequently, a tenant may give notice to terminate the lease.

PAYMENT INSTRUCTIONS

The lease indicates the:

- Date that payment is due and when it is considered late.
- Grace period for payment (if any).
- The late fee amount upon late payment of rent.
- Types of payment the housing provider accepts.
- The address to send payment (if applicable).

LATE FEES/CHARGES

- A late fee, per the lease, is charged if rent is not paid on time.
- The charge may be a flat charge and/or an additional daily fee for each day that rent is not paid.
- The lease must show the late fee amount and when it is due.
- You can be evicted, even in winter, for not paying rent, violating the lease, or for any illegal activities.

***All terms should be communicated in writing. Verbal arrangements should be requested in writing.**

Lease Requirements



The address of the property where the lease is signed must be in North Dakota.

Sign and dated by the tenant and housing provider

Must state eviction protection in accordance with ND State law

Move-in date

Lease Term

Tenant names (18+)

Clearly labeled cosigner if applicable

Housing Provider's name (individual or company)

Full Address

Rent, Security Deposit, and other fees listed

Lease needs to fall under the NDHS Letter of Commitment limit

Security Deposit

Security deposit is an upfront payment that protects the property management if any damage is done to the property, the property is left in poor condition, or if any rent is unpaid.

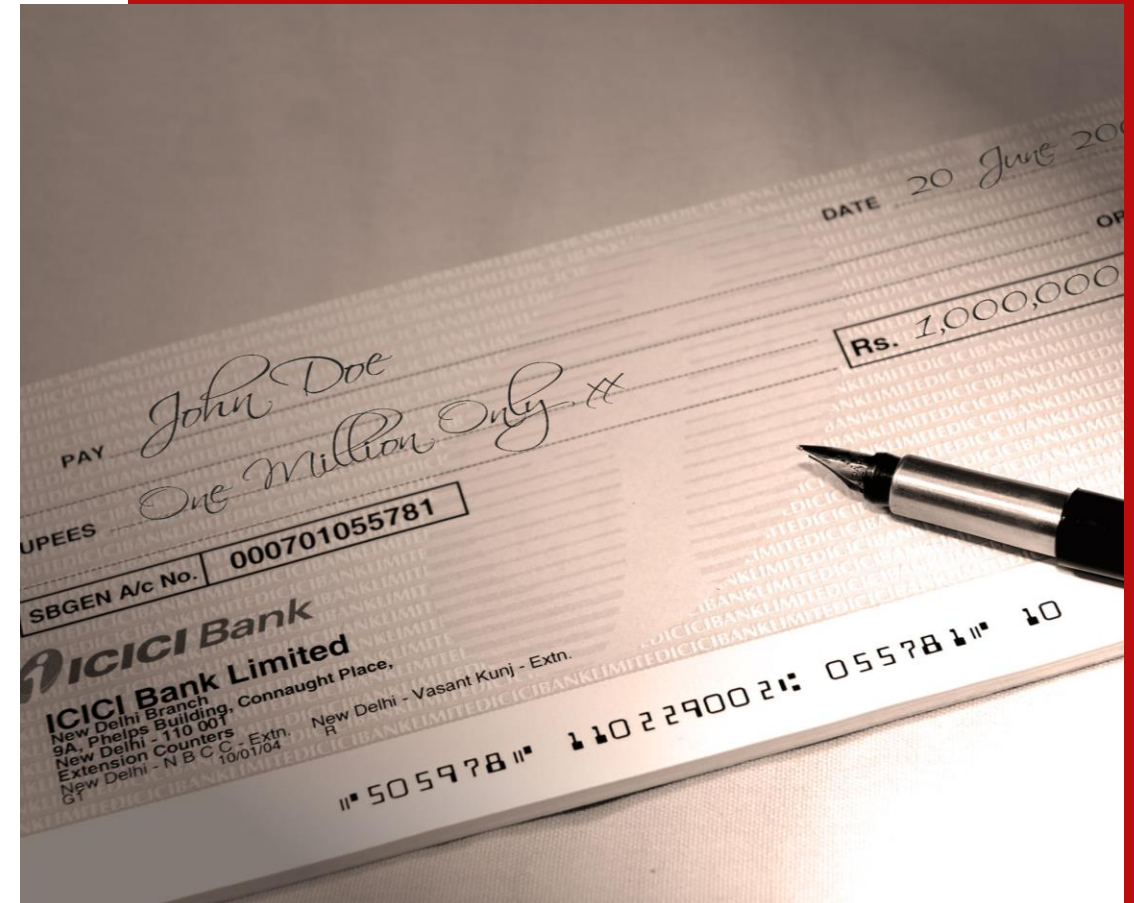
The landlord can deduct for damages to the property or unpaid rent but not for normal wear and tear.

North Dakota Housing Stability requires the security deposit amount must not exceed the amount of one month's rent. Additional deposit for pets may be considered.

If the security deposit is paid out of pocket by an applicant or third-party agency, payment will not be reimbursed by ND Housing Stability.

The lease should state under which conditions the security deposit will be withheld and the deadline by which the deposit must be returned.

North Dakota Attorney General | Tenant Rights: <https://attorneygeneral.nd.gov/consumer-resources/tenant-rights/>



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ADDITIONAL FEES

A housing provider can charge additional fees. All fees should be stated in writing with the dollar amounts and frequency clearly indicated in the lease.

Monthly fees are considered part of your monthly rent and the total needs to stay under the rent limit.

One-time fees are not included in the monthly rent amount.

Application fees

Holding Fee

Administrative or third-party billing services

Parking

Garage fees

Water, Sewer, Trash, Other Utilities

Washer/dryer rent, Amenities

Renter's Insurance

PETS



Not all Housing Providers allow pets (with the exception of service animals).



Additional fees are often charged, including an additional pet deposit and/or a monthly pet rent charge.



The lease should clearly indicate the specific type(s) of pets allowed, how many, and all applicable fees.

Before Signing a lease...

Check the property conditions, accessibility, and security.

Make sure you have a valid ID.

Read through and get to know your renters' rights.

Give your housing provider a copy of your Letter of commitment to review.

Read through the lease to know:

- Is the rent under the letter of commitment limit and what are any additional fees?
- What utilities are you responsible for?
- What is considered cause for eviction with your housing provider?
- Is renter's insurance required?
- What are your tenant responsibilities? (snow removal, lawn care, tidiness).
- When will you receive notices? (maintenance, inspections, late payment).
- Pet owners: Are pets allowed and is a deposit is required?

Additional things to consider



Items to consider during your search for housing:

- Is the rent affordable once assistance has stopped?
- Is it close, or centrally located to your child's school/childcare?
- Is the commute to current or potential employment manageable?
- Compare rent amounts with those in the surrounding area.
- Inspect the quality of the property and make sure it fits you and your family's wants and needs.
- Research your potential area of housing for any safety concerns.
- Do you or a household member require any accommodations?
- ND Housing Stability is not able to assist with subleasing arrangements, room rentals, temporary housing, or motels. Single room occupancies may be considered if criteria is met.

Eviction or Lease Termination



A Housing Provider may turn to eviction if rent and any applicable fees are not paid, or any other violations of the lease occur.



Lease violations are handled in accordance with ND State Law. <https://www.ndlegis.gov/cencode/t47c16.pdf>
Operate within NDCC 47-19 Leasing of Real Property



ND state law determines the eviction process, which requires a notice to be given to address any issue. Notices from housing providers and renters may be referred to as a written notice, 3-day Notice, Intent to evict or quit, and lease termination notice.



For month-to-month or end of lease term, unless the parties have otherwise agreed in writing, either party may terminate the tenancy by giving at least one calendar month's written notice at any time. The rent is due and payable by the date of termination.



If you receive a notice, we encourage you to communicate with your Housing Provider immediately but consider your renter rights prior to taking action. For legal resources, visit: <https://lsnd.org/>; <https://www.ndcourts.gov/legal-self-help>; <https://www.ndcourts.gov/Lawyers/>



Please call our contact center or your coach (701-328-1907; dhserb@nd.gov) if you receive any notices from your Housing Provider. **Save all documentation and communication regarding your rental status for future reference.**

Required Documents



Housing Provider Information

- Individual/Company name
- Mailing Address
- Email address
- Phone Number



Lease

- **All pages-** *The lease needs to be clear and readable when uploaded.*
- **Signature page with housing provider and tenant signatures**
- **Valid ND Lease**
- **Valid ID**



Ledger

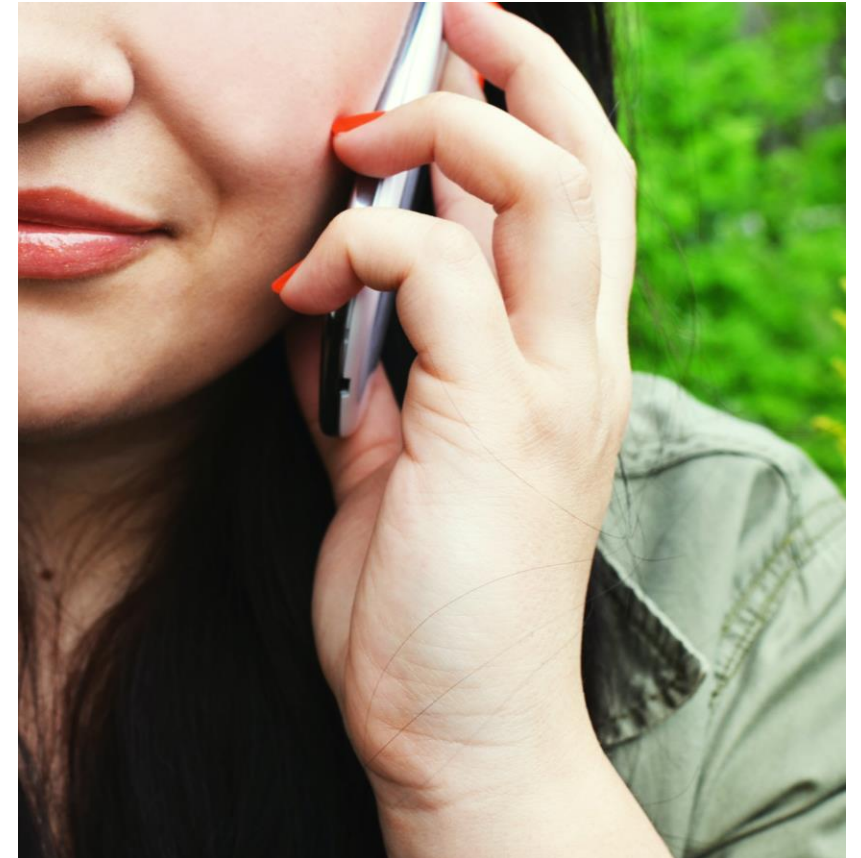
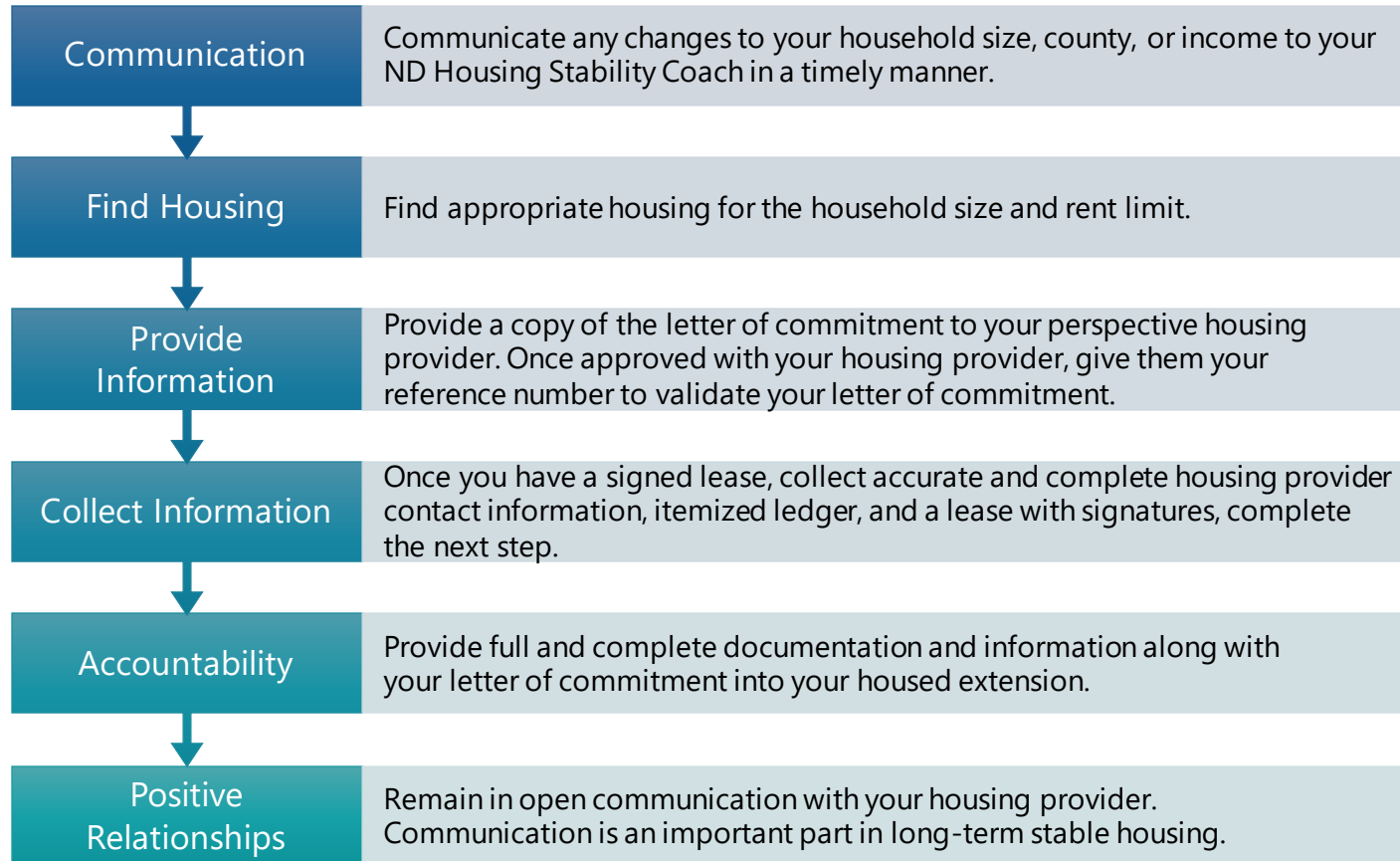
- **Itemized**
- **Showing paid and unpaid application fees, security deposit, rent and any other rental related expenses.**



Letter of Commitment

- **Reference number is entered by the housing provider in their portal**
- OR-
- **Filled out by housing provider if they do not accept ND Housing Stability payments directly.**

Renter's Responsibilities



Important Information: Move in Dates and Payments

As stated in the Letter of Commitment, the renter should be allowed to move into the apartment on the same day the lease term starts, regardless of the NDRH payment status. This needs to be communicated with any potential Housing Provider.

If there is a time when the Housing Provider is not letting you move in on the lease start date due to awaiting payments, please notify your coach immediately.

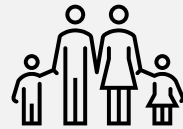
Security deposit, first month's rent, and any other rental-related expenses listed on a ledger are paid after a lease is signed, housing extension is submitted, and the eligibility review is complete.

NDRH does not assist with any upfront expenses the housing provider requires. Housing Providers have the right to request fees upfront. Talk to your Coach about where you potentially can get assistance with these.

NDRH does not reimburse the renter or a third party entity if expenses are paid out of pocket by anyone.

ND Health & Human Services

ND Housing Stability



Call Center

DHSERB@nd.gov - 701-328-1907

Monday – Friday 8 am – 5 pm