

# RESIDENCY AGREEMENT FOR RESIDENCE CONTROLLED BY A PROVIDER

This Agreement between  (Tenant) and  (Landlord), outlines the responsibilities of each party relative to the residence of the Tenant and the payment of rent to the Landlord.

I. This Agreement is effective , 20 and continues for one year until , 20

II. The contact information for the Landlord: Name

Address

Telephone Number

E-mail Address

### III. Landlord's Responsibilities

A. The Landlord is responsible for the following:

1. Maintaining in good working order all electrical, plumbing, sanitary, heating, venting, and air conditioning systems,
2. Ensuring barrier-free ingress and egress to and from the residence by individuals residing in the residence,
3. Keeping the residence in a safe condition that meets local health and safety codes,
4. Has the right to reasonable access to the residence in order to complete the Terms of this Agreement.
5. Landlord will allow reasonable accessibility modifications for tenant to the home/unit to be funded by Medicaid waiver as indicated by HCDDS assessment. For modifications allowed, Landlord understands that neither Tenant nor HCDDS is responsible to restore home/unit to previous unmodified condition upon termination of tenancy.

### IV. Tenant's Responsibilities

A. Unless otherwise specified in the ISP, the Tenant:

1. Has the right to select his or her roommates.
2. Has the right to privacy and security including locks and keys to his or her living unit,
3. Has the right to decorate his or her living unit as long as the decorations do not damage the unit,
4. Has the right to have visitors of his or her choosing at any time,
5. Has the freedom and support to control his or her schedule and activities, and
6. Has access to food at any time.

B. The Tenant shall pay rent in the amount of \$ to the Landlord no later than the

day of each month. Late payments shall be subject to an additional fee of \$

Rent shall be reasonable and comparable to community standards and shall be determined based upon the accommodations provided and not upon an individual's assets, resources, or ability to pay.

C. The Tenant shall respect the rights of other individuals and household members and caregivers.

- D. The Tenant may formally designate a responsible party to ensure that Landlord receives payment in a timely manner.
- E. The Tenant shall provide one (1) month notice of intent to terminate this Agreement without cause unless the individual and the landlord mutually agree in writing to an alternative plan.
- F. The Tenant shall provide five (5) day advance written notice of termination of this Agreement if Landlord has breached this Agreement or failed to satisfy required conditions.
- G. The Tenant may choose any provider to deliver services at the residence without changing terms of this Agreement.
- H. Individual expenses shall:
  1. Reflect only items that are available exclusively from the landlord and determined to be needed by the individual with support of his or her team;
  2. Reflect only items the individual has been unable to access or utilize through other available resources; and
  3. Be a cost which may be shared equally when two or more residents agree to share use of the item.

V. Termination of Lease by Landlord

- A. The Landlord may terminate this Agreement when:
  1. The Landlord has given thirty (30) days advance written notice to the Tenant of intent to terminate this Agreement without cause unless the individual and the Landlord mutually agree in writing to an alternative plan;
  2. The Landlord has given five (5) days advance written notice to the Tenant when the Tenant has vacated the residence; or
  3. The Landlord has given five (5) days advance written notice to the Tenant when the Tenant has failed to timely pay rent or has violated any provision of this Agreement.

VI. Notices:

All notices, requests or consents under this Agreement by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if sent by ordinary mail, addressed as follows:

If to Tenant


If to Landlord


**IN WITNESS WHEREOF**, the Landlord and Tenant hereto have signed this Agreement as of the day, month and year first above written.

Landlord:

Tenant:

Signature:

Signature:

Date:

Date: