



# Oak Haven Investments, LLC

www.OakHavenRentals.com 513-735-0080

## RESIDENTIAL LEASE

*This lease is a legally binding contract. If any provisions are not understood, legal advice should be obtained.*

### 1. Identification of Landlord and Tenant

This agreement is entered into between **Oak Haven Investments, LLC** ("Landlord" and "Owner") and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Tenant"),  
\_\_\_\_\_  
\_\_\_\_\_ ("Tenant"),  
\_\_\_\_\_  
\_\_\_\_\_ ("Tenant").

Each Tenant and Tenant's heirs, executors, and assigns is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. Tenants acknowledge that they are over 18 years of age and legally able to enter into this agreement.

### 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("the Premises"),

together with the following appliances:

\_\_\_\_\_

### 3. Limits on Use and Occupancy

**3.1** The premises are to be used only as a private residence for Tenant(s) listed in Section 1 of this Agreement, and dependants as listed below ("Occupants"). Anyone occupying the Premises who is not listed below will be considered a guest and be subject to the limitations set forth in Section 3.2. Any change to the list of Occupants must be agreed upon in writing by the Landlord.

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_

**3.2** Occupancy by guests for more than 14 consecutive days or a total of 21 days in any 6-month period is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

**3.3** The Premises shall not be occupied by more than \_\_\_\_\_ people (exclusive of permitted guests).

## **Section 4. Term of the Tenancy**

**4.1** The term of this lease will begin on \_\_\_\_\_, 20\_\_\_\_, and will end at 12:00 PM \_\_\_\_\_, 20\_\_\_\_.

**4.2** The term of this lease will automatically extend for additional 12 month periods until terminated by either party in accordance with Section 29.

**4.3** If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term.

## **5. Payments**

### **5.1 Regular Monthly Payments:**

Tenant will pay to Landlord a monthly rent of \$\_\_\_\_\_, due on the first day of each month, regardless of what day of the week the first falls on. Payment is to be deposited into the account of Oak Haven Investments, LLC at any Chase Bank location. All tenant payments will be applied to the balance due in this order: water/sewer charges, late payment charges, tenant caused damage charges, rent charges.

### **5.2 Prorated First Month's Rent:**

For the period from Tenant's move-in date of \_\_\_\_\_, 20\_\_\_\_, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$\_\_\_\_\_. This amount will be paid on or before the date the Tenant moves in.

### **5.3 Partial Payment:**

Payment or receipt of less an amount than the Tenant's balance outstanding shall not constitute accord and satisfaction and shall be deemed only a partial payment and shall leave the balance unpaid. Landlord's acceptance of partial payment shall not forfeit any right to collect the balance payable, or to initiate eviction proceedings for failure to comply with Lease Section 29.

### **5.4 Other Charges:**

Interest on unpaid balance, charges for late payment, bank charges, water/sewer charges, and Tenant-caused damage shall be due and payable on Tenant receipt of invoice. Failure to pay invoiced charges within 15 days of invoice date shall constitute grounds for termination of Tenancy per Section 29 of this Lease.

### **5.5 Accelerated Rent**

If Tenant abandons the Premises prior to expiration of the Lease term, the Landlord may, at its sole discretion and upon written notice, send to the Tenant at the Leased Premises notice of Accelerated Monthly Payments and declare the remainder of Monthly Payments due under the Lease (Accelerated Rent) which shall be immediately due and payable.

### **5.6 Adjustments to Monthly Payments**

If the term of this lease is extended beyond the term described in Section 4.1 as allowed under Section 4.2, the monthly rental payment shall be increased by a percentage equal to the Cost-of-Living Adjustment for that year used by the Social Security Administration (<http://www.ssa.gov/cola/>)

## **6. Late Payment Charges**

If Tenant fails to pay the account balance in full before the close of business on the 1st day of the month, Tenant will pay Landlord a late charge of \$20.00, plus \$2.00 for each additional day that the balance remains unpaid. This \$2.00/day will continue until entire account balance due is paid off.

Failure of the Tenant to pay invoiced Late Payment charges within 15 days and/or repeated late payment of rent shall constitute grounds for termination of Lease and tenancy. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

## **7. Returned Checks and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason. Tenant will pay Landlord a returned check charge of \$40.00.

## **8. Security Deposit**

**8.1** On signing this Agreement, Tenant will pay to Landlord, in trust, the sum of \$\_\_\_\_\_ as a Security Deposit. Tenant may not, without Landlord's prior written consent, apply this Security Deposit to the last month's rent or to any other amount due under this Agreement.

**8.2** Tenant must give a 30-day written notice of intent to vacate unit. Within 30 days after Tenant has vacated the Premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the Deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any Security Deposit retained by Landlord to cover cleaning beyond ordinary wear & tear, damages, interest on unpaid balance, late payment charges, unpaid rent, and other charges, along with a check for any deposit balance. Any refund due will be made to the first-named Tenant on the Lease.

**8.3** Security deposits up to the amount of the regular monthly rent will not bear interest. Any amount over the amount of the regular monthly rent will accrue interest at the rate required by state law.

**8.4** Landlord reserves the right to seek additional damages if they exceed the Security Deposit.

**8.5** Landlord may use such amounts of the Security Deposit as are necessary to offset Landlord's costs caused by Tenant abandonment or early termination of the Lease.

## **9. Property Inspections**

The Landlord (or the Landlord's agent) and the Tenant will inspect the premises prior to occupancy. At that time the condition of all items on the Premises will be noted on the Property Inspection Checklist. A signature is required by both parties to indicate that they agree to the pre-occupancy condition of the Premises. This form will be used at the End-of-Term Inspection to determine what repairs should be deducted from the Security Deposit for items that have more than "normal wear and tear".

## **10. Property Insurance**

Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and personal property on the Premises.

## **11. Keys**

Tenant will be given two (2) keys to the Premises. Keys are to be returned to the Landlord at the time of the End-of-Term Inspection. If all keys are not returned to the Landlord following termination of the lease, Tenant shall be charged \$25.00.

## **12. Utilities**

**12.1** Tenant will pay all utility charges incurred in connection with the Premises during the Term of Tenancy. This includes any fees to transfer account responsibility charged by the utility supplier.

**12.2** Tenant shall not occupy the Premises until Tenant has provided evidence that all utilities have been connected in the Tenant's name.

**12.3** If Tenant occupies the Premises prior to transfer of responsibility of electric and water/sewer/trash utility, Tenant shall pay to Landlord the amount charged to the Landlord by the utilities for that period.

## **13. Taxes**

The Landlord shall pay all Real Estate Taxes and Assessments and Personal Taxes which may be levied against the Premises during Term of Tenancy.

## **14. Assignment and Subletting**

Tenant will not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord.

## **15. Tenant's Maintenance Responsibilities**

**15.1** Tenant will keep the Premises (interior and exterior) clean, sanitary, and in good condition and, upon termination of the tenancy, return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except ordinary wear and tear.

**15.2** Tenant will immediately notify Landlord of any defects or dangerous conditions in and about the Premises of which Tenant becomes aware.

**15.3** Tenant will reimburse Landlord, on demand by Landlord, for the cost of any maintenance or repairs to the Premises caused by Tenant or Tenant's guests or invitees through misuse or neglect.

**15.2** Tenant has examined the entire Premises, including the grounds, appliances, fixtures, and interiors and has found them to be in good, safe and clean condition and repair, except as noted in the Inspection Form.

**15.3** Tenant shall be responsible, at Tenant's expense, for lawn care, including mowing, trimming, raking, and clean up as established by the Landlord.

**15.4** Tenant shall be responsible for removal of snow and ice from the driveway and any walkways such that there does not exist a hazard to the Tenant, Occupants, or any visitors to the Premises.

**15.5** The Premises has been delivered to the Tenant with the plumbing in good working order. Any stoppage of slow drains caused by the actions of the Tenant shall be the responsibility of the Tenant to remedy at the Tenant's expense.

**15.6** Any light bulbs that burn out or are broken during the Term of Tenancy shall be replaced promptly by the Tenant.

**15.5** Tenant is responsible to keep the Premises warm enough in the winter to keep pipes from freezing. Any damage caused to the Premises because of lack of heat will be charged to the Tenant.

**15.6** Tenant shall be liable for damage caused by neglect or abuse. If Tenant fails to provide care according to the Landlord's Standards, Landlord may assume such care and charge the Tenant the cost thereof.

## **16. Repairs and Alterations by Tenant**

**16.1** Except as provided by law and/or by the prior written consent of the Landlord, Tenant will not make any repairs or alterations to the Premises, including nailing holes in the walls or painting the rental unit, wallpapering, carpeting, etc.

**16.2** Tenant will not, without Landlord's written consent, alter, re-key, or install any locks to the Premises, or install any burglar alarm system.

## **17. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the Premises. Tenant, occupants, guests, family members, or other persons related to or affiliated with the Tenant shall not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit property damage; or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other Tenant or nearby residents.

## **18. Pets**

No dog, cat, bird, or other pet will be kept on the Premises, even temporarily (except properly trained service animal as allowed by the Americans with Disabilities Act) without specific written permission of the Landlord. Permission may be granted at the sole discretion of the Landlord on a case-to-case basis, and subject to whatever conditions the Landlord may establish. Landlord may terminate the Lease if, in the Landlords' opinion, the pet becomes a nuisance to neighbors or damages the property or grounds, or for any violation of the executed Permission For Pet(s) form.

## **19. Landlord's Right to Access**

Landlord or Landlord's Agents may enter the Premises in the event of an emergency, to make repairs or improvements or to show the Premises to prospective buyers or tenants. Landlord may also enter the Premises to conduct a quarterly inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant abandonment of Premises, court order, or where it is impractical to do so, Landlord shall give 24 hours notice before entering. Requests made by the Tenant for repairs will be construed as permission to immediately access the Premises.

## **20. Extended Absences by Tenant**

**20.1** Tenant will notify Landlord in advance if Tenant will be away from the Premises for 15 consecutive days or more. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**20.2** In the event the Tenant abandons the property prior to expiration of the Lease, Landlord may take immediate possession of, dispose of any contents, refurbish, clean, and re-let the Premises, and hold the Tenant liable for any costs, lost rent, or damages to the Premises. Abandonment shall be deemed

to be removal of most of Tenant's possessions, or being absent from the Premises for 15 days without notice to the Landlord, or other evidence leading to a "reasonable belief" that Premises are abandoned, regardless of date to which rent is paid.

## **21. Possession of the Premises**

**21.1** If, after signing this Agreement, Tenant fails to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement until the Agreement is terminated.

**21.2** If Landlord is unable to deliver possession of the Premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the Premises. Tenant will have the right to terminate this Agreement upon proper notice as required by Law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**21.3** If Tenant continues to occupy Premises after termination or expiration of Agreement, Tenant shall pay to Landlord rental payments at a daily rate equivalent to rate described in Section 5. Payment of this fee does not imply a reinstatement of this lease if the agreement has been terminated

## **22. Tenant Rules and Regulations**

**22.1** Tenant acknowledges receipt of, and has read a copy of, Tenant Rules and Regulations which are labeled Attachment A and attached to and incorporated into this Agreement by this reference.

**22.2** Tenant agrees that Rules may be added or amended during the term of this Lease if reasonably related to the safety, comfort or convenience of the Tenant(s) and/or Landlord. Tenant shall receive written notice of rule change 30 days prior to effective date.

## **23. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding (other than eviction), to enforce any part of this Agreement, each party shall pay their own Attorney fees and Court costs.

## **24. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the Premises:

- \_\_\_\_\_ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint hazard
- \_\_\_\_\_ Other disclosures: \_\_\_\_\_
- \_\_\_\_\_ Other disclosures: \_\_\_\_\_
- \_\_\_\_\_ Other disclosures: \_\_\_\_\_

## **25. Damage to Premises**

In the event the Premises are made uninhabitable by fire or other casualty, or are declared uninhabitable by a Government Authority, Landlord may terminate this Lease or restore the Premises to their original condition. If the Premises are partially damaged, this Lease shall remain in effect and damages shall be repaired. Landlord shall not be liable for inconvenience or annoyance caused by such damage or repairs.

## 26. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

## 27. Waiver

Any failure by a party to this Agreement to exercise any rights under this Agreement shall not constitute a waiver of that party's rights.

## 28. Liability

Landlord shall not be liable for any loss or injury on the Premises not caused by the Landlord, Landlord makes no representations concerning the safety or security of the Premises, and makes no warranty or guarantee of same.

## 29. Termination of Lease

**29.1** This Lease may be terminated by either party at the end of the Term of Tenancy (Section 4) upon 30 days written notice.

**29.2** This Lease may be terminated at any time upon mutual agreement of both parties.

**29.3** Early termination of this Lease is possible at the sole discretion of the Landlord in the event of circumstances beyond the control of the Tenant that make continued tenancy impossible. Landlord has established conditions for early termination, including payment to Landlord of the costs to him of early termination.

**29.4** This lease will expire automatically on the same date the HAP contract (if any) with GMHA expires or is terminated.

**29.5** The failure of the Landlord or the Tenant, Occupants, guests, family members or other persons related to or affiliated in any way with the Tenant to comply with any term of this Lease Agreement, Resident Rules and Regulations, and/or Ohio Tenant/Landlord law is grounds for termination of the tenancy, with appropriate notice and procedures as required by Law.

**29.6** Landlord may seek monetary damages for any breach in this Lease.

## 30. Entire Agreement

This document, including the addendums and attachments listed below, constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by Law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

### Addendums & Attachments

\_\_\_\_\_ Tenant Rules and Regulations (dated \_\_\_\_\_)

\_\_\_\_\_ Property Inspection Checklist

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

### 31. Signatures

For Oak Haven Investments, LLC	Signature	Date
Tenant	Signature	Date
Tenant	Signature	Date
Tenant	Signature	Date
Tenant	Signature	Date



# ATTACHMENT A

## RE: SECTION 22: TENANT RULES AND REGULATIONS

### 1. TRASH:

**1.1 SINGLE FAMILY HOMES:** Every Tenant shall have a lidded, plastic garbage/trash can kept in the exterior storage unit, when available. Place plastic garbage/trash can at curb no sooner than noon the day before pick-up only. Cans must be put away by noon the day after pick-up.

**1.2 TOWNHOUSE:** Every Tenant shall have a lidded, plastic garbage/trash can kept in the exterior storage unit, when available. Place all trash in plastic bags in dumpster on site, never on the ground or outside the dumpster enclosure.

**1.3 ALL SITES:** Large items that cannot be picked up at the curb or placed in dumpster shall not be placed at curb or beside dumpster until Tenant has notified the City and requested special pick up. The cost of special pick-up shall be paid by the tenant.

**1.4 ALL SITES:** If Tenant violation of above rules causes problems that the Landlord must correct, Tenant will be charged for the expense of such correction.

### 2. EXTERIOR STORAGE:

**2.1** No storage exterior to the dwelling unit is permitted except in the exterior storage unit, if available.

**2.2** Any exterior storage unit shall store only exterior items: tires, water hose, lawn mower, garbage can, exterior toys, charcoal grill, etc.

**2.3** Any exterior storage units shall be kept clean and organized.

### 3. CABLE TV/SATELLITE DISHES:

No Cable TV lines, satellite dishes, or other service lines shall be installed on Premises without specific written approval by Landlord.

### 4. AUTOMOBILES:

**4.1** No more than two (2) automobiles per dwelling unit. Automobiles must be owned by the tenant(s). Please complete auto information below:

Make	Model	Color	License No. & State
------	-------	-------	---------------------

---

---

**4.2** All vehicles (including motorcycles) must be parked on the paving or on the street; never on the grass.

**4.3** No inoperative vehicles shall remain on-site longer than 48 hours. This is City of Xenia Ordinance.

"Inoperative" is defined as: Not currently registered, or Not operable/drivable, or With flat tire(s), or Up on blocks or jacks, or Not being regularly used (not moved within one week).

4.4 If a Tenant fails to remedy violation after notice and deadline, Landlord may have vehicle removed and stored at tenant's expense.

## 5. SMOKING

No smoking is allowed inside the building. A Cleaning Fee of \$750 will be assessed to any Tenant who allows smoking inside the building. Smoking is allowed outside of the buildings, as long as any cigarette butts, ashes, or other debris associated with smoking are disposed of properly and promptly.

## 6. MISCELLANEOUS:

6.1 No portable propane or kerosene heaters shall be used inside the dwelling unit. If there is insufficient heat in the Premises, it is the Tenant's responsibility to notify the Landlord. It is the Landlord's responsibility to provide safe heating.

6.2 Small children's pools are permitted on-site. Swimming pools require written permission of Landlord and signature by Tenant on Swimming Pool Agreement. Tenant will be responsible for water costs and any damage to lawn and/or grass caused by either children's pools or larger swimming pools.

_____	_____	_____
For Oak Haven Investments, LLC	Signature	Date
_____	_____	_____
Tenant	Signature	Date
_____	_____	_____
Tenant	Signature	Date
_____	_____	_____
Tenant	Signature	Date