

Note: Attach to this lease an inventory of furnishings, if any (see Section 14).

HOUSE LEASE

The Landlord agrees to lease the House to Tenant for
Tenant and Tenant’s relatives to live in as follows:

LANDLORD:

Address for Notices.....

TENANT:

Home address:.....

| Date of Lease | Term of Lease | | Monthly Rent | Security |
|---------------|---------------|--------|---|----------|
| | Beginning | Ending | \$ Payable in advance on the of each month | |
| | | | | |

Definitions

In this Lease the words **I, me and my** mean the Tenant. **You and your** refer to the Landlord. The word House means the building and land at the above address.

1. Rent. I (Tenant) shall pay the monthly rent to You (Landlord) at the above address. You may change the address by notice in writing to me.

2. Use of House. I (Tenant) shall use the House only for a private dwelling for my immediate family.

3. Failure to give possession. You (Landlord) shall not be liable for failure to give me (Tenant) possession on the beginning date of the Term if; (a) a prior tenant is holding over; or (b) any person is wrongfully in possession. Rent shall start when possession is available. The ending date of the Term shall not change.

4. Security. You (Landlord) admit receipt of the Security. It shall be held as security for the performance by me (Tenant) of each term of this Lease during the Term and any renewal. You shall pay to me money held by you as security and any interest due as required by law within 30 days after the Term or renewal term ends. You may deduct damages caused by my failure to comply with the terms of this Lease. If you do you must: (1) notify me about the damages within 30 days; (2) return the net sum due with an itemized statement within 30 days after the Term or renewal term ends. The statement shall show each item of damages, the amount of security, interest due on the security and the amount due.

5. Charges for utilities and maintenance services. I (Tenant) shall pay for these utilities and services when billed: water, electric, gas, fuel, telephone, gardening, exterminating. Maintenance contracts for any of the above shall be maintained and renewed periodically by me at my expense.

6. Landlord’s duties. You (Landlord) shall:

- (a) comply with the general statutes, all building and housing codes of the state or any political division that affects health and safety;
- (b) put the House in a fit and habitable condition.

7. Tenant’s use and upkeep. I (Tenant) will:

- (a) comply with all duties imposed upon me by any building, housing or fire code affecting health and safety;
- (b) keep the House as clean and safe as possible;
- (c) I will keep, and at the end of the Term return the House and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. I am not responsible for ordinary wear and damage by the elements. If I default you (Landlord) have the right to make repairs and charge me for the cost. I will not alter, decorate, change or add to the House.

(d) use all electric, plumbing, sanitary, heating, ventillating or air conditioning appliances and other facilities in a reasonable manner;

(e) not willfully or negligently destroy, deface, damage or remove any part of the House or let anyone do so;

(f) not keep on the property anything dangerous, flammable, or explosive, anything which might increase the danger of fire or which might be called “Hazardous” by an insurance company;

(g) obey any written instruction you (Landlord) give about the care and use of the appliances, equipment and other personal property.

8. Access.

(a) I (Tenant) will allow you (Landlord) to enter the House in order to: (i) inspect it; (ii) make needed or agreed repairs or alterations or improvements; (iii) supply services; or (iv) show it to possible or actual buyers, mortgagees, tenants, workmen or contractors.

(b) You may enter the House without my consent in an emergency.

(c) You shall not misuse the right of entry or use it to harass me. You shall give me reasonable notice of your intent to enter and may enter only at a reasonable time except in emergency.

(d) You have no other right of entry except by court order, or if I have abandoned the House.

9. Tenant’s Remedies.

(a) If there is a material noncompliance with the terms of this Lease by you (Landlord), I (Tenant) shall have the rights set forth in General Statutes §47a-12(a).

(b) I may not terminate the Lease under 9(a) for a condition caused by the willful or negligent act or omission of mine, a member of my family, or other persons in the House with my consent. Nothing in this Lease shall restrict the use of other remedies I may have.

10. Landlord’s Remedies.

(a) If rent is unpaid when due and I (Tenant) fail to pay rent within 9 days thereafter, you (Landlord) may terminate this Lease in accordance with General Statutes §47a-23.

(b) If there is a material noncompliance with this Lease you shall have the rights set forth in General Statutes §47a-15. This shall be in addition to any other rights you may have under law.

(c) I agree that if a default be made in the payment of rent or in the performance of an agreement herein you may re-enter and take possession of the House as provided by law.

11. Waiver of Notice. I (Tenant) waive the 10 day notice to quit as permitted by General Statutes §47a-25.

12. Fire and Casualty. In case of fire or other casualty you (Landlord) and I (Tenant) shall have the rights set forth in General Statutes §47a-14.

13. Condemnation. If the House or any part, is taken by eminent domain, this Lease shall expire on the date when it is taken. The Rent shall be apportioned as of that date. No part of any award, however, shall belong to me (Tenant).

14. Furnishings. If the House is furnished, the furnishings are listed on “Schedule A” attached. I (Tenant) shall keep, and shall return to you (Landlord) at the end of this

Lease, the furnishings in good order except for ordinary wear or damage by the elements. The furnishings are to be in good repair when possession is given.

15. Assignment, etc. I (Tenant) agree not to assign this Lease, or sublet the House or any part, without your (Landlord’s) prior consent in writing.

16. Subordination. This Lease shall be subject and subordinate to the liens of all mortgages which now or in the future affect the House. This means that the holder of a mortgage can, if it so elects, end this Lease upon a sale of the House in a foreclosure of the mortgage. (Tenant) agree to sign any papers which your (Landlord’s) counsel feels is necessary.

17. Grounds. I (Tenant) shall have free use of all fruits, vegetables and products of the property. I will permit no injury to the trees, shrubbery, lawns and vines. I shall keep the grounds in good order and repair. I and persons on the grounds with my consent shall park vehicles in the driveway and garage (if any), not on lawns.

18. Release of Landlord. If you (Landlord) sell the House and give me (Tenant) notice, you shall have no further liability under this Lease after the sale. You shall remain liable for occurrences before the sale.

19. No liability. Unless it results from something you (Landlord) or your agents, servants or employees did or failed to do, you shall not be liable for injury or damage to: (i) me (Tenant); (ii) a member of my family; (iii) other persons in the House with my consent or; (iv) to their property.

20. Tenant Takes “as is”. I (Tenant) shall take the House as is except that you (Landlord) shall do the work set forth.

21. Signs. During the last three months of this Lease or any renewal, you (Landlord) may display the usual “for sale” or “for rent” signs on the House.

22. Successors. The terms of this Lease shall run in favor of and be for the benefit of you (Landlord) and me (Tenant) and whoever succeeds to our interest in this Lease.

23. No Waiver, Illegality. Your (Landlord’s) acceptance of Rent or failure to enforce any term in this Lease is not a waiver of any of your rights. If a term in this Lease is illegal, the rest of this Lease remains in full force.

24. No Representations. I (Tenant) have read this Lease. All promises made by you (Landlord) are in this Lease. There are no others.

25. Broker. You (Landlord) and I (Tenant) recognize

as the Broker who brought about this Lease. You (Landlord) shall pay the commission.

26. Quiet enjoyment. Subject to the terms of this Lease, as long as I (Tenant) am not in default I may peaceably and quietly have, hold, and enjoy the House for the Term.

27. Effective Date. This Lease is effective when you (Landlord) deliver to me (Tenant) a copy signed by all parties.

28. Work to be Done by Landlord:

(Note: Words added to this printed form must comply with the plain language law P.A. 79-532).

Signatures

You (Landlord) and I (Tenant) have signed this Lease as of the date at the top.

TENANT(S)
..... (SEAL)
..... (SEAL)
.....
Witness

LANDLORD
..... (SEAL)
..... (SEAL)

GUARANTY OF PAYMENT

Date of Guaranty.....
Guarantor and address.....
.....
.....

1. Reason for guaranty. I know that the Landlord would not rent the House to the Tenant unless I guarantee Tenant’s performance. I have requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.

2. Guaranty. The following is my Guaranty: I guaranty the full performance of the Lease by the Tenant. This Guaranty is abso-

Signatures

WITNESS:

RELEVANT STATUTORY PROVISIONS

As a convenience, we print below sections from the Connecticut General Statutes that are referred to in this Lease. These sections may be changed by amendment and interpreted by case law. It is advisable to see a lawyer if a question arises concerning this Lease.

Sec. 47a-12. Breach of agreement by landlord. Tenant’s remedies. (a) If there is a material noncompliance by the landlord with the rental agreement or a noncompliance with section 47a-7 which materially affects health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach. If the breach is not remedied within fifteen days after receipt of the notice, the rental agreement shall terminate on such date. If substantially the same act or omission which constituted a prior noncompliance of which notice was given, recurs within six months of the first act of non-compliance, the tenant may terminate the rental agreement upon at least fourteen days written notice specifying (1) the date the breach complained of occurred and (2) the date the tenant intends to terminate the rental agreement by vacating the premises, which date shall be within thirty days of such breach.

(b) The tenant may not terminate the rental agreement under subsection (a) of this section for a condition caused by the wilful or negligent act or omission of such tenant, a member of his family, or other person on the premises with his consent.

(c) This section shall apply only to leases in which the term of the tenancy is more than one month.

(d) Nothing in this section shall in any way restrict the tenant’s use of other remedies available to him.

P.A. 97-231, S. 3.

Sec. 47a-13. Failure of landlord to supply essential services. Tenant’s remedies. (a) If the landlord is required to supply heat, running water, hot water, electricity, gas or other essential service, and if the landlord fails to supply such essential service and the failure is not caused by conditions beyond the landlord’s control, the tenant may give notice to the landlord specifying the breach and may elect to (1) procure reasonable amounts of heat, hot water, running water, electric, gas or other essential service during the period of the landlord’s noncompliance and deduct the actual and reasonable cost of such service from the rent; or (2) procure reasonable substitute housing during the period of the landlord’s

lute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

3. Changes in Lease have no effect. This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.

4. Waiver of Notice. I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.

5. Performance. If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.

6. Waiver of jury trial. I give up my right to trial by jury in any claim related to the Lease or this Guaranty.

7. Changes. This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

GUARANTOR:..... (SEAL)

noncompliance if the landlord fails to supply such service within two business days of such breach, except if the breach is the failure to provide the same service and such breach recurs within six months, the tenant may secure substitute housing immediately; or (3) if the failure to supply such service is wilful, the tenant may terminate the rental agreement and recover an amount not more than two months’ periodic rent or double the actual damages sustained by him, whichever is greater. If the rental agreement is terminated, the landlord shall return all security and prepaid rent and interest required pursuant to section 47a-22, recoverable under section 47a-21.

(b) If the tenant elects to procure substitute housing as provided in subdivision (2) of subsection (a) of this section, rent otherwise owed to the landlord shall abate for the period of the landlord’s noncompliance. In addition, the tenant may recover the actual costs of such substitute housing, but in no event shall the tenant recover more than an amount equal to the amount of rent abated under this subsection. In any cause of action or defense to any action arising under subsection (a) of this section, the tenant may recover reasonable attorney’s fees.

(c) Rights of the tenant under this section do not arise (1) until the tenant has given reasonable written or oral notice to the landlord or (2) if the condition was caused by the wilful or negligent act or omission of the tenant, a member of his family or other person on the premises with his consent.

(d) For the purposes of this section, “tenant” includes each resident of a mobile manufactured home park, as defined in section 21-64, including a resident who owns his own home, and “landlord” includes a “licensee” and an “owner” of a mobile manufactured home park, as defined in section 21-64.

P.A. 91-383, S. 15.

Sec. 47a-14. Damage or destruction of unit. Tenant’s remedies. (a) If the dwelling unit or premises are damaged or destroyed by fire or other casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant, unless such damage or destruction is caused by the tenant’s negligence or wilful act, shall not be liable to pay rent for such period of time as such impairment continues. In such case, the tenant may (1) immediately vacate the premises and notify the landlord in writing within fourteen days thereafter of his intention to terminate the rental agreement, in which case the rental agreement shall terminate as of the date of vacating; or (2) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire

or other casualty, in which case the tenant’s liability for use and occupancy shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(b) If the rental agreement is terminated, the landlord shall return all security and prepaid rent recoverable under section 47a-21. Accounting for rent, in the event of termination or apportionment, shall be made as of the date of the fire or other casualty.

P.A. 76-95, S. 14, 27; 76-435, S. 75, 82.

Sec. 47a-15. Noncompliance by tenant. Remedy of breach by tenant. Landlord’s remedies. Prior to the commencement of a summary process action, except in the case in which the landlord elects to proceed under sections 47a-23 to 47a-23b, inclusive, to evict based on nonpayment of rent, on conduct by the tenant which constitutes a serious nuisance or on a violation of subsection (h) of section 47a-11, if there is a material noncompliance with section 47a-11 which materially affects the health and safety of the other tenants or materially affects the physical condition of the premises, or if there is a material noncompliance by the tenant with the rental agreement or a material noncompliance with the rules and regulations adopted in accordance with section 47a-9, and the landlord chooses to evict based on such noncompliance, the landlord shall deliver a written notice to the tenant specifying the acts or omissions constituting the breach and that the rental agreement shall terminate upon a date not less than fifteen days after receipt of the notice. If such breach can be remedied by repair by the tenant or payment of damages by the tenant to the landlord, and such breach is not so remedied within such fifteen-day period, the rental agreement shall terminate except that (1) if the breach is remediable by repairs or the payment of damages and the tenant adequately remedies the breach within such fifteen-day period, the rental agreement shall not terminate; or (2) if substantially the same act or omission for which notice was given recurs within six months, the landlord may terminate the rental agreement in accordance with the provisions of sections 47a-23 to 47a-23b, inclusive. For the purposes of this section, “serious nuisance” means (A) inflicting bodily harm upon another tenant or the landlord or threatening to inflict such harm with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat will be carried out, (B) substantial and wilful destruction of part of the dwelling unit or premises, (C) conduct which presents an immediate and serious danger to the safety of other tenants or the landlord, or (D) using the premises or allowing the premises to be used for prostitution or the illegal sale of drugs or, in the case of a housing authority, using any area within fifteen hundred feet of any housing authority property in which the tenant resides for the illegal sale of drugs. If the landlord elects to evict based upon an allegation, pursuant to subsection (g) of section 47a-11, that the tenant failed to require other persons on the premises with his consent to conduct themselves in a manner that will not constitute a serious nuisance, and the tenant claims to have had no knowledge of such conduct, then, if the landlord establishes that the premises or, in the case of a landlord that is a housing authority, the premises or any area within fifteen hundred feet of any housing authority property in which the tenant resides has been used for the illegal sale of drugs, the burden shall be on the tenant to show that he had no knowledge of the creation of the serious nuisance.

P.A. 97-231, S. 2.

Sec. 47a-23. (Formerly Sec. 52-532). Notice to quit possession or occupancy of premises. Form. Delivery. Federal termination notice. (a) When the owner or lessor, or the owner’s or

lessor’s legal representative, or the owner’s or lessor’s attorney-at-law, or in-fact, desires to obtain possession or occupancy of any land or building, any apartment in any building, any dwelling unit, any trailer, or any land upon which a trailer is used or stands, and (1) when a rental agreement or lease of such property, whether in writing or by parol, terminates for any of the following reasons: (A) By lapse of time; (B) by reason of any expressed stipulation therein; (C) violation of the rental agreement or lease or of any rules or regulations adopted in accordance with section 47a-9 or 21-70; (D) nonpayment of rent within the grace period provided for residential property in section 47a-15a or 21-83; (E) nonpayment of rent when due for commercial property; (F) violation of section 47a-11 or subsection (b) of section 21-82; (G) nuisance, as defined in section 47a-32, or serious nuisance, as defined in section 47a-15 or 21-80; or (2) when such premises, or any part thereof, is occupied by one who never had a right or privilege to occupy such premises; or (3) when one originally had the right or privilege to occupy such premises but such right or privilege has terminated; or (4) when an action of summary process or other action to dispossess a tenant is authorized under subsection (b) of section 47a-23c for any of the following reasons: (A) Refusal to agree to a fair and equitable rent increase, as defined in subsection (c) of section 47a-23c, (B) permanent removal by the landlord of the dwelling unit of such tenant from the housing market, or (C) bona fide intention by the landlord to use such dwelling unit as such landlord’s principal residence; or (5) when a farm employee, as described in section 47a-30, or a domestic servant, caretaker, manager or other employee, as described in subsection (b) of section 47a-36, occupies such premises furnished by the employer and fails to vacate such premises after employment is terminated by such employee or the employer or after such employee fails to report for employment, such owner or lessor, or such owner’s or lessor’s legal representative, or such owner’s or lessor’s attorney-at-law, or in-fact, shall give notice to each lessee or occupant to quit possession or occupancy of such land, building, apartment or dwelling unit, at least three days before the termination of the rental agreement or lease, if any, or before the time specified in the notice for the lessee or occupant to quit possession or occupancy.

(b) The notice shall be in writing substantially in the following form: “I (or we) hereby give you notice that you are to quit possession or occupancy of the (land, building, apartment or dwelling unit, or of any trailer or any land upon which a trailer is used or stands, as the case may be), now occupied by you at (here insert the address, including apartment number or other designation, as applicable), on or before the (here insert the date) for the following reason (here insert the reason or reasons for the notice to quit possession or occupancy using the statutory language or words of similar import, also the date and place of signing notice). A.B.”. If the owner or lessor, or the owner’s or lessor’s legal representative, attorney-at-law or attorney-in-fact knows of the presence of an occupant but does not know the name of such occupant, the notice for such occupant may be addressed to such occupant as “John Doe”, “John Doe” or some other alias which reasonably characterizes the person to be served.

(c) A copy of such notice shall be delivered to each lessee or occupant or left at such lessee’s or occupant’s place of residence or, if the rental agreement or lease concerns commercial property, at the place of the commercial establishment by a proper officer or indifferent person. Delivery of such notice may be made on any day of the week.

*** (d) and (e) omitted

P.A. 04-127, S. 3.

Lease of House

Address

From

To

Rent,\$

TO