

LOUISVILLE TENANTS UNION FAIR LEASE STANDARDS

A. DISCLOSURE OF OWNERSHIP

- a. Full name and contact info of Property/LLC Owner and Management Company if applicable.
- b. If Landlord transfers or assigns its interest in the Premises or this Lease to another party, Landlord must provide Tenant notice of the change in ownership.

B. LEASE TERM

- a. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances hereto, for a term of ___ (1) one or ___ (2) two year(s) [Tenant shall have the sole option to select a one- or two-year term at the signing of the lease]. Such term shall begin on ___[date]___, and end at the end of the calendar day on ___[date]___.
- b. At the end of the lease term, Tenant shall have the sole option to renew the lease for an additional one-year term, renew the lease for an additional two-year term, or continue the lease on a month-to-month basis under the same terms as the original lease.
- c. Landlord shall provide a written notice to Tenant at least 60 days prior to the end of the lease term that reminds Tenant of the option to renew. Tenant shall give Landlord written or verbal notice at least 30 days prior to the end of the lease term to exercise the option.
- d. Tenant's option to renew shall not be waived by failure to deliver said notice, unless and until: (i) Landlord has made 2 (two) good faith efforts to confirm with Tenant that the Tenant does not intend to exercise the option and (ii) the lease term has expired.
- e. At the conclusion of any renewal for a one- or two- year term, Landlord and Tenant shall stand in the same position to each other as they did at the conclusion of the initial lease term, with Tenant having the same options for renewal.
- f. If at the end of the Lease term, the Lease is not renewed for another one- or two- year term, the lease shall automatically convert to a month-to-month tenancy.
- g. If this Lease shall convert to a month-to-month tenancy at the option of the Tenant or by operation of the Lease or by law, the terms of this Lease shall remain in effect. Landlord can only terminate said month-to-month tenancy for good cause, as defined by this Lease.

C. RENT, LATE PAYMENTS, & SUSPENDED PAYMENTS

- a. Rent is due on the 3rdrd of each month, subject to the terms below regarding grace periods and late payment.

- b. Rent shall be paid by [____describe accepted methods of payment____]. Rent shall be paid at [____address of Landlord if applicable____] or online at [____website____]. Tenant shall be charged \$____ for electronic payments. No additional processing fees or charges not agreed to in this Lease can be charged to Tenant.
- c. Rent can be paid by Tenant or any third party on behalf of Tenant.
- d. Landlord must provide Tenant with a receipt confirming receipt of each rent payment within one week of receiving that payment.
- e. There shall be a 10-day Grace Period for rent payments. During the 10-day Grace Period, rent is not considered late, and Landlord cannot refuse partial payments.
- f. If full payment is not received by the end of the 10-day Grace Period, a late fee of \$10 shall be charged to Tenant for a late payment. Late fees may not be added to the rent balance. Late fees and other fees must accrue to a separate Tenant account than rent.
- g. A Late Payment shall be any rent payment for which Landlord has not received at least 80% payment by the end of the 10-day Grace Period, and which is not a Suspended Payment.
- h. A Suspended Payment is a rent payment which is not paid by the end of the 10-day Grace Period, but for which Tenant has provided a notice of good cause for delayed payment.
 - i. Good cause for Tenant's delayed payment shall include any circumstance substantially outside of Tenant's control which interferes with Tenant's ability to make a timely payment.
 - ii. Good cause for delayed payment includes, but is not limited to, substantial loss of household income; Tenant's serious illness or bodily injury; significant medical expenses for Tenant or Tenant's immediate family; death in Tenant's immediate family; or a national, statewide, or local state of emergency.
 - iii. Tenant's notice must indicate when Tenant will resume payments or, if the interfering circumstance is ongoing, Tenant must provide notice when Tenant can resume payments.
 - iv. Landlord must provide Tenant reasonable repayment options for Suspended Payments after Tenant resumes regular payments.
 - v. Suspended Payments shall not be considered Late Payments as long as Tenant is making payments pursuant to a repayment agreement.

D. RENT ADJUSTMENTS

- a. Rent is fixed during the initial term of the lease. Landlord shall have the option to adjust rent at the end of the term if Landlord provides at least 90 days' notice to Tenant of the adjusted rent amount. Landlord shall not increase rent more than 2% per year.

E. SECURITY DEPOSIT

- a. Upon the execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount of \$_____ [no more than one month's rent]. The receipt of such Security Deposit is hereby acknowledged by the Landlord who undertakes to hold the same in compliance applicable laws, rules and regulations.
- b. If Tenant fully performs its obligations hereunder, the security deposit, or balance, shall promptly be returned to Tenant after the termination of this Lease. Landlord may use the security deposit to repair any damage to the Premises caused by Tenant or Tenant's guests that exceed normal wear and tear, subject to the requirements of applicable law.
- c. Pursuant to Kentucky law, Landlord has provided Tenant with a comprehensive listing of any existing damage to the Premises which would be the basis for a charge against the security deposit and the estimated dollar cost of repairing such damage.
- d. Tenant has had the opportunity to inspect the premises to ascertain the accuracy of such listing prior to taking occupancy. Landlord and Tenant have signed the listing. Landlord has provided a copy of the signed listing as an attachment to this Lease.
- e. The security deposit shall be held and applied as provided by the laws of Kentucky. The security deposit shall be placed in [_____bank name_____] in account # [____Account Number_] pursuant to KRS 383.580.
- f. At the termination of Tenant's occupancy of the Premises, Landlord shall inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage.
 - i. Tenant shall then have the right to inspect the premises to ascertain the accuracy of such listing.
 - ii. The Landlord and the Tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing.
 - iii. If the Tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

F. REPAIRS AND MAINTENANCE

- a. Landlord shall be responsible for maintenance and repair of the Premises. Landlord must maintain the Premises in compliance with local building codes and in the same condition as when Tenant took occupancy. This shall include maintaining in good repair essential utilities including water, hot water, heat, air conditioning, electricity, and gas; plumbing; appliances supplied by Landlord; all existing fixtures; and the structure of the Premises.
- b. Landlord shall be financially responsible for maintenance and repairs. Tenant may not be held financially responsible for maintenance or repairs of issues that are not caused by Tenant.
- c. Landlord shall provide a 24-hour maintenance report line, including weekends and holidays for emergencies that require immediate attention. The phone

number for the 24-hour emergency maintenance report line is [___phone number___]

- d. Landlord will ensure all repairs will be done to workmanlike standards by qualified and properly licensed employees and/or contractors. Landlord shall give hiring preference to unionized repairmen and contractors. If no union workers are available in region/field, Landlord must pay all repairmen and contractors at least the KY state prevailing wage for their craft, including a package of benefits and healthcare at no premium to the worker.
- e. When Tenant makes a maintenance request, Landlord must initiate repair at least 48 hours after the initial report, 24 hrs in the event of an emergency maintenance issue, or sooner if necessitated by the circumstances. No repair will be considered complete until Tenant has signed off on a work-order form, verifying that the repair was done.
- f. If Landlord does not initiate repair within 48 hours, Tenant can has the option to withhold rent until the repair is complete, or Tenant may do the repair and deduct the cost from rent.
- g. In the event of a hazardous or life-threatening maintenance issue, Landlord must provide Tenant with a safe place to stay until the issue is resolved or until end of lease term, whichever is sooner. Tenant shall have the option of:
 - i. Another unit or property of Landlord within 3 miles of rented unit with comparable, safe and healthy amenities, or
 - ii. If property owner does not have an available unit within a reasonable distance from leased unit, a hotel or Airbnb with extended stay amenities. Property owner must pay for the hotel, reimburse Tenant for the expense for a hotel, or deduct the cost from Tenant rent.
- h. Landlord cannot pass on the cost of major capital improvements to Tenant.
- i. Landlord cannot pass on the cost of individual apartment improvements to Tenant.
- j. Landlord must reimburse Tenant for damaged property due to Landlord's renovations on vacant apartments.
- k. Landlord must reimburse Tenant for any damage or lost property, including but not limited to furniture and clothing, in the event of a bedbug infestation, a leak, or any other building-wide or apartment-level condition causing damage to Tenant's property.
- l. Tenant will not be charged for broken appliances, replacements, or appliance repairs.
- m. All units will receive new carpet, new blinds, and new paint every 3 years at no cost to Tenant.
- n. Landlord will provide weekly housekeeping and cleaning services to all common areas, including hallways and community rooms.
- o. Landlord must not retaliate in any way against a Tenant for reporting a maintenance issue.

G. LANDLORD ENTRY

- a. Landlord must provide Tenant 24 hours' notice before entry. The notice must identify the individuals who will enter the Premises by name, and it must state the purpose of the entry.
- b. Representatives of Landlord must provide proof of ownership/affiliation.
- c. Representatives of Landlord must be given explicit written consent for entry, except in life-threatening, extreme cases.
- d. After the entry, Landlord must provide written notice of what occurred in the visit within 24 hours after the entry, even if Tenant was present at the time.

H. CONDITIONS FOR SALE OR RENOVATION

- a. If Landlord transfers or assigns the Premises to a new owner, this Lease will remain effective under new owner.
- b. Tenant must be given 180 days before being forced to vacate due to new ownership or renovation.
- c. Guaranteed return of deposit if Tenant has to move because of a sale or renovation
- d. Relocation assistance must be made available to Tenant, including moving and packing expenses and last months' rent to cover future deposit
- e. If property owner puts property up for sale, Tenants must be given notice, right of first refusal, and opportunity to purchase

I. LEASE TERMINATION AND VIOLATION

- a. Tenant will have option of early lease termination without penalty when:
 - i. Property is uninhabitable or unsafe
 - ii. Tenant finds a suitable replacement to take spot
 - iii. Tenant has the right to switch to a new, comparable unit at no charge or back out of the lease after move-in if the original unit is unacceptable FOR FREE within the first 14 days
 - iv. In the event of a Landlord violating this agreement, Landlord must pay the Tenant's attorney's fees and court costs if the Tenant needs to enforce the agreement
 - v. In the event of death, designated family members of Tenants may enter a building or apartment to collect property.

J. UTILITIES AND AMENITIES

- a. If Landlord charges utility fees, Tenant must be notified upon signing lease of flat, static monthly rate
- b. Landlord will provide regular trash services
- c. Landlord will conduct pest treatment every 30 days (subject to Tenants' written and informed consent)
- d. Landlord will include Wifi
- e. Landlord will provide laundry facility is provided on-site, for free
- f. If there is no laundry on-site and no available hook-up in unit, Tenant will receive a \$25 laundry credit per month

- g. In the event of a car needing to be towed, Landlord must provide ample notice and attempt to contact all lease-holders and Tenant union if applicable two weeks before initiating tow
- h. Landlord will make sure shared spaces such as parking lots, hallways, community rooms, etc. are well-maintained and open to all during reasonable hours

K. ACCESSIBILITY / PROTECTED CLASSES

- a. Lease and all accompanying materials must be written in accessible, transparent, easy to understand language
- b. Landlord must provide free translation/copy of lease in preferred language
- c. Unit must comply with FHA accessibility requirements and is subject to reasonable accommodation requests by Tenant at the Landlord's expense

L. ORGANIZING

- a. Tenants have a right to organize to address concerns with their housing and to foster a community of support, solidarity, and accountability among neighbors free from retaliation by property owner or any employee or representative
- b. It is the property owner's responsibility to provide a meeting space for Tenants; this could be a lobby, maintenance room, empty apartment etc. but the Landlord may not refuse access to a meeting space.
- c. Landlord may not make any attempt to disorganize a Tenant union or campaign against Tenants efforts to organize
- d. If a Tenant union has organized at the property or among Tenants who share property owner, Tenant will be made aware that there is a Tenant-led organization they can join upon signing the lease
- e. In the event of any in-person meeting, phone call or visit that could result in a Tenant being fined, found in violation of the lease or at risk of discipline, Tenant must be given EXPLICIT option to withdraw until another member of the Tenant union is present as witness and to assert their rights under law and within the lease
- f. Landlord must post Tenant rights and this contract in the building.
- g. Landlord must provide the Tenant union with space to hang a bulletin board in the lobby of each building. No one acting on behalf of management will add or remove anything contained within the bulletin board space.
- h. Landlord will neither remove nor deface any flyers posted by the Tenant union
- i. Tenant Unions reserve the right to go on rent strike/withhold rent
 - i. i.Tenants can pay rent into an escrow account until their demands have been met - no eviction, arbitrary lease renewal, retaliation etc.
 - ii.

M. NOTIFICATION OF RIGHTS

- a. Include a separate document with information on Tenants' rights and resources
 - i. Rights
 - 1. Fair Housing
 - 2. Rights as an immigrant renter

3. Healthy Homes requirements
- b. Resources
1. Tenants union hotline
 2. Kentucky Fair Housing Council
 3. HUD/Office of Fair Housing
 4. Legal Aid Services
 5. Rental Assistance programs

N. SECURITY

- a. a) Landlord will hire on-site security by a private, professional contractor to monitor building 24 hours per day, 7 days per week

O. NOTE: This agreement can be modified only through collective bargaining agreements between Tenants and property owners and only if modification strengthens protections for Tenants. Tenants will not, by any verbal or written indication, waive their right to the above.