

Residency Agreement for Residential Facility

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

- I. This Agreement is effective _____, 2016 and continues for one year until _____, 2017.
- II. The residence is a residential facility licensed by the Ohio Department of Developmental Disabilities under Section 5123.19 of the Ohio Revised Code. This means that the provider of services is also the owner of the residence and the Landlord.

Contact information for the landlord:

Name

Address

Telephone Number

Email Address

- III. Landlord's Responsibilities:
 - A. The Landlord is responsible for the following:
 - 1. Maintaining in good working order all electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems,
 - 2. Ensuring barrier-free ingress and egress to and from the residential facility by individuals residing in the residential facility,
 - 3. Keeping the residential facility in a safe condition that meets local health and safety codes,
 - 4. Has the right to reasonable access to the residential facility in order to complete the terms of this Agreement.
 - 5. Ensuring accessibility of the residential facility in accordance with OAC 5123-2-02 and 5123-2-08.

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 a 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 Landlord no later than the ____day of each month. Late payments shall be subject to an additional fee of _____.
- C. The Tenant shall respect the rights of other individuals and household members and caregivers of the Residential Facility.
- 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 leave the Residential Facility unless an emergency has arisen as defined in OAC 5123:2-3-05 - Admission, discharge, and transfer.
- 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 | ____may not choose a provider other than the residential facility.

V. Termination of Lease by the Landlord:

The Landlord may terminate this Agreement when the Tenant has been transferred or discharged in accordance with OAC 5123:2-3-05 - Admission, discharge, and transfer.

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: _____