

Sample Rental Agreement

Disclaimers:

- This Contract is a sample form rental agreement between a MaineCare HCBS Waiver Member and the Member’s provider of home supports in a provider owned or controlled residential setting. This form is provided by the Department of Health Human Services as a courtesy, and is not intended as, and does not constitute, legal advice or a substitute for legal counsel. This form may not be applicable to every setting. Only those provisions marked “Mandatory” shall be required to satisfy Departmental review and approval of the parties’ rental agreement in conformance with MaineCare requirements. Each party to a rental agreement is strongly encouraged to consult with legal counsel of their own choosing regarding the terms and conditions contained in this form rental agreement.
- MaineCare does not pay for and is not responsible for the rent and other charges paid by or on behalf of a Member to occupy the room / other premises that are the subject of a rental agreement, and to receive meals there.

Rental Agreement

Parties; Effective Date:

This Rental Agreement is entered into as of _____ [Date] by and between:

“You”: _____ [name of Member],

and

“Provider”: _____ [HCBS Provider].

Definitions:

1. “You” refers to the MaineCare Member who is to receive home support services at the rental Premises.
2. “Plan” means your Person-Centered Service Plan that your planning team helped You write and that You approved.
3. “Provider” means the MaineCare provider who owns or controls the Premises and is to provide home support services to You there.
4. “Premises” means the location where you are going to live and receive home support services from the Provider.

This Rental Agreement authorizes You to enter, live in, and enjoy the following Premises, subject to the terms and conditions of this Rental Agreement:

Location: _____ [Street Address]
_____ [Town, State]

You have been offered and chosen to rent a:

____ Single Occupancy Room ____ Shared Occupancy Room

for your personal use, starting on the effective date of this Agreement, stated above.

At the Premises, You will also have a right to share the use of the following areas with other people living at the Premises:

____ [List Shared Spaces]

Meals:

In addition to the right to live at the Premises, this Rental Agreement requires the Provider to prepare and provide You meals and snacks. Provider may request that You assist with shopping and meal preparation to the extent that is consistent with your Plan.

Rent:

You agree to pay the Provider monthly rent for Your room, shared spaces, meals and snacks. Your rent is due when and in the amount shown here:

Day of the Month Your rent is due: _____

Rent You will owe each month: _____

If You and your Provider agree that rent is to be paid on the first day of every month, your rent will be pro-rated for the number of days you actually live at the Premises in the first month, and Your rent for the that partial month will be due before you move in.

Before Your Provider can increase Your rent, the Provider must provide You with 45 days' prior notice of any additional charges. *See* 14 M.R.S. § 6015.

Security Deposit; Late Fee:

2. You must be respectful to others living in the Premises.
3. You may not intentionally damage the Premises.
4. You must comply with the Provider's No-Harassment Policy.

Smoke And Carbon Monoxide Detectors:

The Provider must install working smoke detectors and carbon monoxide detectors in the Premises. Under Maine law, You are prohibited from disabling the smoke and carbon monoxide detectors. You should tell the Provider if any smoke detector or carbon monoxide detector is not working properly so the Provider can repair or replace it. If You are deaf or hard of hearing, You can ask the Provider to install smoke and carbon monoxide detectors that are suitable for warning you in the event of a fire or the presence of carbon monoxide. 25 M.R.S. § 2464.

Termination:

Neither You nor Your Provider may terminate this Rental Agreement without first providing at least thirty (30) days' prior, written notice.

Mandatory Provisions¹:

1. You have a right to have Your agreement to own, rent, or occupy Your home or room set forth in a legally-enforceable agreement.
2. You have the same responsibilities and protections from eviction that other tenants have, including the responsibilities and rights set forth in Maine law in Title 14, Maine Revised Statutes, Sections 6000, *et seq.* For example, Your Provider may not terminate this Rental Agreement and start a lawsuit to evict You if the Provider hasn't first given You prior notice of termination as required under this Rental Agreement, or applicable law.
3. Notwithstanding anything to the contrary in this Rental Agreement, You have all the rights provided under Title 42, Code of Federal Regulations, Section 441.301, § 441.301(c)(4), and under the MaineCare Benefits Manual.
4. Notwithstanding anything to the contrary in this Rental Agreement, the Provider may discharge You from its service; the Department may terminate Your services;

¹ The Department may decide not to authorize services at the setting or, if services have already been authorized at the setting, to suspend or withdraw such authorization and commence quality assurance and/or program integrity review of the Provider if the Provider has not included any Mandatory Provision in its agreement with the Member.

and/or You may choose to receive services from another provider, as authorized under the MaineCare Benefits Manual.

Signatures:

Your (or guardian or authorized representative) signature, below, indicates that You understand and agree to the terms and conditions of this Rental Agreement. *If signing on behalf of the individual, you are stating that you are authorized to provide require consent on behalf of the individual.*

Your Signature:	Date:
Your Provider's Signature:	Date:

Schedule A – Your Rights As A MaineCare Waiver Member

Under the MaineCare Benefits Manual, in addition to the rights and protections provided to every tenant under Maine law, You have the following rights at the Premises:

1. You have the right to control Your own schedule and activities.
2. You have access to food at any time, and You may choose to eat in your room.
3. You may have visitors of Your choosing at any time, including for overnight stays. However, the Provider can limit Your visitor to staying no more than 7 nights in a row, or for more than 14 days in a calendar year. Of course, Your Provider can agree to allow Your visitor to stay longer or more often than that.
4. Your room and other areas in the home You have a right to use must be physically accessible to You.
5. You have a right to privacy in Your sleeping or living unit.
6. You have a right to have locks on the doors to Your home, Your bedroom, and Your bathroom. Your Provider may also have keys and access to these spaces, to assure Your health and safety, and in an emergency. You may not unreasonably withhold permission from Your Provider to enter to inspect or make repairs. *See* 14 M.R.S. § 6025.
7. You may furnish and decorate Your bedroom, within reasonable limits that may be described Your Rental Agreement that protect the Premises from damage.
8. You have a right to have Your agreement to pay rent for Your home or room set forth in a legally-enforceable agreement.
9. You have the same responsibilities and protections from eviction that other tenants have, including the responsibilities and rights set forth in Maine law in Title 14, Maine Revised Statutes, Sections 6000, *et seq.*
9. If any of Your rights needs to be modified for your health and safety, it must be documented and approved in Your Person-Centered Service Plan.