

Form 22: Sample Collective Bargaining Agreement

Agreement

This Agreement is entered into by and between (1) _____ (owner), who is the owner of the multi-family residential Property (hereinafter, the "Owner") located at _____ (address) (hereinafter, the "Property"); and (2) the _____ (name of tenant association) (hereinafter, the "Association") and the tenants in _____ (number of tenants covered by the agreement) specified apartments in the Property (hereinafter, the "Covered Tenants"), as follows:

[Write the name of each Covered Tenant]

1. *Covered Tenant's Name*
2. *Covered Tenant's Name*
3. *Covered Tenant's Name*
4. *Covered Tenant's Name*

WHEREAS the Owner has recently purchased the Property and the Covered Tenants have resided in the Property since prior to the Owner's purchase thereof; and

WHEREAS after the purchase of the Property the Owner has sought to increase the rents of the Covered Tenants; and

WHEREAS the Covered Tenants have objected to the rent increases because of the difficulty they would encounter in paying the higher amounts requested; and

WHEREAS the parties have met in an effort to negotiate a settlement of this matter with the assistance of the _____ (name of agency which has helped parties negotiate an agreement); and

WHEREAS the parties agree that it is in their mutual interests to avoid further uncertainty and expenditure of time and resources;

If the Owner filed eviction cases against the Covered Tenants, include this clause:

WHEREAS the Owner brought summary process actions in Housing Court as follows:

_____ (List name and docket numbers of the cases)

I. Five-Year Agreement; Limitations on Rent Increases

This Agreement shall continue from _____ (starting month, day, year) through _____ (ending month, day, year). During the period of the Agreement, the Owner shall be restricted in the amount of rent increases they can demand or collect from Covered Tenants. The monthly contract rent for the term of this Agreement for each Covered Tenant is set forth in the "Rent Schedules for _____ (address of the Property)" spreadsheet at the end of this Agreement. Across from the name of each Covered Tenant under Column D is the Current Rent for the first year; under Column E

is the rent as of _____ (*month, year*); under Column F is the rent as of _____ (*month, year*); under Column G is the rent as of _____ (*month, year*); and under Column H is the rent as of _____ (*month, year*). The rent level for each Covered Tenant, as set forth in the Spreadsheet, is explained more fully below.

II. Rent Levels for Tenants Who Already Possess Section 8 Vouchers

The monthly rent for each Covered Tenant who already possesses a Section 8 voucher shall be as set forth below:

- A.** The monthly contract rent for each Covered Tenant who already has a Section 8 voucher shall be the rent set by the _____ (*name of agency*) pursuant to the provisions of the Section 8 program in an amount not greater than the then-current _____ (*name of agency*) Section 8 payment standard given such Tenant's family size minus the applicable utility allowance.
- B.** Nothing in Section I above shall be construed to deny the Owner the right during the period of this Agreement to seek to raise the Tenant's rent pursuant to the provisions of the Section 8 program, provided however that the Owner shall not seek to raise the rent to a level at which the Tenant's portion of such rent (plus applicable utility allowance) exceeds thirty percent (30%) of the Tenant's adjusted gross income as calculated by the _____ (*name of agency*) pursuant to the guidelines of the Section 8 program.

III. Rent Levels for Covered Tenants Not Applying for Section 8 Vouchers

The monthly rent for each Covered Tenant who does not have a Section 8 voucher shall for the period from the execution of this Agreement through _____ (*month, day, year that agreement ends*) be the amount set forth across from that Tenant's name as follows:

- A.** For the period from the effective date of this Agreement through _____ (*month, day, year that marks the end of year 1*) the amount under Column D of the Spreadsheet.
- B.** For the period from _____ (*month, day, year that marks the beginning of year 2*) through _____ (*month, day, year that marks the end of year 2*) the amount under Column E of the Spreadsheet.
- C.** For the period from _____ (*month, day, year that marks the beginning of year 3*) through _____ (*month, day, year that marks the end of year 3*) the amount under Column F of the Spreadsheet.
- D.** For the period from _____ (*month, day, year that marks the beginning of year 4*) through _____ (*month, day, year that marks the end of year 4*) the amount under Column G of the Spreadsheet.
- E.** For the period from _____ (*month, day, year that marks the beginning of year 5*) through _____ (*month, day, year that marks the end of year 5*) the amount under Column H of the Spreadsheet.

IV. Limitation on Evictions

During the period of this Agreement, that is, from the effective date of this Agreement through _____ (*month, day, year that marks the end of the agreement*), the Owner shall not seek to terminate the tenancy of any Covered Tenant except on the basis of: (a) non-payment of rent; or (b) grounds that constitute fault on the part of the Tenant or a family member named on the Tenant's lease. In other words, the Owner must have "good cause" to evict the Tenant.

V. Dismissal of Pending Eviction Cases (*where/if eviction cases have been filed by the Owner*)

Parties shall execute a Mutual Stipulation of Dismissal with Prejudice for each of the following cases (*Write the name and docket number of any pending eviction cases*) under the following circumstances:

- A. If the Covered Tenants asserted any defenses or counterclaims regarding conditions of disrepair, the conditions of disrepair listed herein shall be remedied no later than _____ (*insert date*).
- B. The conditions of disrepair in the Property are as follows: _____ (*list conditions of disrepair*). A Housing Court Specialist (or an Inspector from a Public Health Agency) shall confirm that the conditions have been remedied before the Mutual Stipulation of Dismissal with Prejudice is filed with the Court.
- C. If the Owner alleged in the eviction case that a Covered Tenant owed rent, the Mutual Stipulation of Dismissal with Prejudice will be deemed a waiver of all alleged rent owed.

VI. Agreement Limited to Covered Tenants

The provisions of this Agreement shall apply only to the Covered Tenants listed herein. No Covered Tenant shall assign their rights under this Agreement without the consent of the Owner. If any of the Covered Tenants vacates the Property, the Owner shall be under no obligation to offer to any new tenant the terms and conditions contained in this Agreement.

- A. The provisions of this Agreement concerning the rent levels of each Covered Tenant through _____ (*month, day, year that marks the end of the agreement*), as well as those concerning restrictions on rent increases and evictions during that same period, are understood by the parties to constitute leases or lease addenda between the Owner and each Covered Tenant and, as such, shall survive any conveyance of the Property by the Owner.
- B. If a Covered Tenant wishes to vacate the Property before the expiration of this Agreement, the Covered Tenant shall provide 30 days written notice to the Owner indicating their intention to vacate the Property. When a Covered Tenant vacates the Property in accordance with this Agreement, it shall terminate any and all obligations that arise from this Agreement, including but not limited to any future rental obligations.
- C. If Owner seeks to market any of the buildings comprising the Property at any time prior to _____ (*month, day, year that marks the end of the agreement*), they shall notify the Association, through its attorneys, of this fact promptly upon commencing any marketing efforts.

(NOTE: Tenant Associations and Covered Tenants should not agree to include non-disparagement or confidentiality clauses in this Agreement. Non-disparagement clauses prevent Covered Tenants from publicly saying something negative about the Owner which could impair the Covered Tenants from exercising their rights in the future. A confidentiality clause prevents Covered Tenants from sharing the Agreement or its terms with anyone outside the Tenant Association which hurts Covered Tenants' ability to help other tenants in the Property or in their neighborhood.)

Owner's Name _____	Date: _____
Attorney for the Owner _____	Date: _____
Name if Each Covered Tenant (need signature line for each Tenant) _____	Date: _____
Attorney for the Tenants Association _____	Date: _____

Rent Schedules for _____ *(address of property)*

A	B	C	D	E	F	G	H
Tenant	Unit	Existence of	Current Rent	Rent as of	Rent as of	Rent as of	Rent as of
		Section 8	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Tenant's name</i>	I-A	yes	2,337				
<i>Tenant's name</i>	I-B		2,000	2,060	2,122	2,186	2,252
<i>Tenant's name</i>	I-C	yes	2,827				
<i>Tenant's name</i>	I-D	yes	2,827				
<i>Tenant's name</i>	2-A		2,000	2,060	2,122	2,186	2,252
<i>Tenant's name</i>	2-B	yes	2,827				
<i>Tenant's name</i>	2-C	yes	2,337				
<i>Tenant's name</i>	2-D		3,000	3,090	3,183	3,278	3,376