

HOME ADDENDUM

- I. **Lease.** The lease between tenant and owner of housing assisted through this program must be for not less than one year, unless by mutual agreement between the tenant and the owner.

I have been offered a one year lease and have elected a [] one year lease or [] month to month rental.

**(I understand that if the household income exceeds 80% of the area median income limits set by HUD, then 30% of the household's adjusted monthly income will determine the rent and utilities for the unit. The rent is not required to exceed the market rent for the neighborhood. The maximum rent limit for the unit cannot exceed other applicable HUD rent restrictions.)*

****Not applicable to TBRA-Tenant Based Rental Assistance Programs or Security Deposit Assistance.***

- II. **30-Day Termination Notice.** I understand the Lessor must provide at least a 30-day for-cause notice before tenancy is terminated.

- III. **Prohibited lease terms.** The lease may not contain any of the following provisions:

A. **Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

B. **Treatment of Property.** Agreement by the tenant that the owner may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law;

C. **Excusing owner from responsibility.** Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

D. **Waiver of legal proceeding.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

E. **Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

F. **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs of the tenant loses.

VI. **Termination of tenancy.** An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds through this program except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state or local law; or for other good cause. Any and all terminations of tenancy by the owner must provide a 30 day notice to the tenant.

V. **Maintenance and replacement.** An owner of rental housing assisted with HOME funds must maintain the premises in compliance with all applicable housing quality standards and local code requirements.

VI. ***Tenant Selection.** (An owner of rental housing assisted with HOME funds through this program must adopt the following tenant selection policies and criteria that:

- A. *Are consistent with the purpose of providing housing for very low-income and low-income families;*
- B. *Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;*
- C. *Give reasonable consideration to the housing need of families that would have a preference under Article 9560.211 (Federal selection preferences for admission to Public Housing) of this title; and*
- D. *Provide for:*
 - 1. *The selection of tenants from a written waiting list in the chronological order of their application, in so far as is practicable; and*
 - 2. *The prompt written notification of any rejected applicant of the grounds for any rejection.)-*

****Not applicable to third-party landlords in the use of TBRA-Tenant Based Rental Assistance Programs or Security Deposit Assistance.***

VII. **Supportive Services.** An owner of rental housing assisted with HOME funds must not require supportive services as a part of tenancy (an exception to this requirement is only made in the case of transitional housing).

Resident Signature

Date

Resident Signature

Date

Landlord Signature

Date