

HOME Investment Partnerships Program

Lease Addendum / Required and Prohibited Language

This is an addendum to the Lease Contract executed by _____
(Resident(s) Name)

at _____
(address) (city) OK (state) (zip)

The owner of the dwelling you are renting is participating in the **Federal HOME Investment Partnerships Affordable Housing Program**. This program requires both parties to agree to certain provisions below.

INCOME ELIGIBILITY / ANNUAL INCOME RECERTIFICATIONS: Resident(s) agrees to comply with owner request to recertify HOME income eligibility on an annual basis. Failure to cooperate with such requests constitutes a violation of the lease. Deliberately providing false information can result in termination of the lease.

HOME RENT RESTRICTIONS / RENT INCREASES: Rents are subject to the rent restrictions of the HOME Program. Owner may adjust rents in accordance with the HOME Rent limits according to the type of HOME unit occupied (High / Low). Rent may be increased with a _____ day prior notice to the resident. Rent increases will be made according to the following:

The following paragraph applies only to Fixed HOME units without layered Low Income Housing Tax Credits (LIHTC): The rents for residents whose incomes, at recertification, go over the 80% HOME income limits for the high HOME unit they occupy will be increased. The owner will adjust residents' income and charge 30% of residents' monthly income in rent. *If this applies, resident should initial next to paragraph.*

LEASE RENEWAL: Owner shall terminate tenancy or refuse to renew a lease only upon 30 days' written notice, and only for: serious or repeated violation of the terms and conditions of the lease; violation of applicable federal, state or local law; completion of the tenancy period for transitional housing or for other good cause.

ANNUAL UNIT INSPECTION: Owner retains the right to inspect, and to permit the Participating Jurisdiction (PJ) and HUD to inspect at least annually. Resident will be given no less than _____ notice prior to a routine inspection.

ACCESSIBLE UNITS: Owner retains the right to ask a resident occupying, but not having the need for, an accessible unit to transfer to a comparable non-accessible unit, should the accessible unit be needed by a person with the need.

LEAD WARNING STATEMENT (for properties built prior to 1978): If applicable, owner must comply with notification requirements to resident.

PROHIBITED LEASE REQUIREMENTS: Prohibited lease requirements include agreement to be sued, treatment of property, excusing owner from responsibility, waiver of notice, waiver of legal proceedings, waiver of a jury trial, waiver of right to appeal court decision and tenant chargeable with costs of legal actions regardless of outcome.

RESIDENT

DATE

RESIDENT

DATE

Owner Representative

DATE