

# Lease Contract Addendum for Units Participating in Government Regulated Affordable Housing Programs

Date of Lease: \_\_\_\_\_  
(when the Lease is filled out)

**1. Addendum.** This is an addendum to the Lease Contract ("Lease") executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt.# \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
(name of apartments)

or other dwelling located at \_\_\_\_\_

\_\_\_\_\_  
(street address of house, duplex, etc.)

City/State where dwelling is located \_\_\_\_\_

**2. Participation in Government Program.** We, as the owner of the dwelling you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.

**3. Accurate Information in Application.** By signing this addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household annual income is true and accurate.

**4. Request(s) for Information.** By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease. Within seven days after our request, you agree to comply with our requests for information regarding annual income and eligibility, including requests by the owner and the appropriate government monitoring agency. These requests to you may be made to you now and any time during the Lease term or renewal period.

**5. Failure to Answer or Inaccurate Information May Be Good Cause Grounds for Eviction.** If you refuse to answer or do not provide accurate information in response to the requests in Par. 4 above, it may be considered a substantial violation of the Lease and good cause grounds for terminating and/or not renewing your Lease and for an eviction. It makes no difference whether the inaccuracy of the information you furnished was intentional or unintentional.

**6. Termination or Non-Renewal of Lease for Housing Tax Credit (HTC) and HOME Program Units.** Provisions in Par. 6-6.4 of this Addendum shall apply only to residents living in a dwelling covered by either the HTC program or the HOME program. Par. 6-6.4 of this Addendum also override any contrary provisions contained in Par. 32 and Par. 36 of the Lease. We will not

evict a resident solely on the basis that the resident is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

**6.1 Housing Tax Credit Program.** For rental properties participating in the HTC program, IRS Revenue Ruling 2004-82 provides that a property owner may not evict a resident or terminate a tenancy except for good cause. In addition, for HTC units, we must provide the notice required under Par. 32.2 of the Lease, if evicting during the lease term, or Par. 3 of the Lease, if terminating your residency at the end of an initial or renewal term.

**6.2 HOME Program.** For rental properties participating in the HOME program, federal regulation 24 CFR 92.253 provides that a property owner may not evict a resident or refuse to renew a Lease except for good cause. In addition, for HOME program units, the property owner must provide a resident with at least 30 days written notice before either seeking an eviction or not renewing a Lease. The written notice must specify the grounds for eviction or nonrenewal of the Lease.

**6.3 NHTF Program.** For rental properties participating in the NHTF program, federal regulation 24 CFR 93.303 provides that a property owner may not evict a resident or refuse to renew a Lease except for good cause. In addition, for NHTF program units, the property owner must provide a written notice that specifies the grounds for eviction or nonrenewal of the Lease.

**6.4 Good Cause.** If challenged by a resident, a court may determine if a property owner has good cause to evict, terminate a tenancy or not renew the Lease. "Good cause" may include, but is not limited to, non-payment of rent, failure to answer or provide accurate information, as required by Par. 4 and 5 of this Addendum, serious or repeated Lease violations, or breaking the law.

**7. No Lien or Lockout for Unpaid Sums.** For rental properties that are supported by HTC allocations, sec. 2306.6738, Texas Government Code, prohibits such property owners from threatening or conducting a lockout unless: allowed by judicial process; necessary to perform repairs or construction work; or responding to an emergency. Personal property of a resident may not be seized or threatened to be seized except by judicial process unless the premises has been abandoned as required by 24 CFR 92.253. This paragraph overrides any contrary provisions contained in Par. 14 or Par. 32 of the Lease.

**8. Student Status.** By signing this addendum, you agree to notify the owner, in writing, if there are any changes in the student status of any residents (including replacement residents) occupying the unit.

**9. Conflict with Governing Law.** To the extent that any part of your Lease or this addendum conflicts with applicable federal, state, or local laws or regulations, the law or regulation overrides that portion of your Lease or this addendum.

**Resident or Residents** (all sign below)

**Owner or Owner's Representative** (sign below)

_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed

\_\_\_\_\_  
Date signed

*You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.*