

LEASE ADDENDUM

Address: _____		Subsidy # _____
Rental Term: One Year Lease from _____ to _____		# of Bedrooms _____
Landlord/Property Manager: _____		
Household Members:	Minor Household members: (<i>under 18 years of age</i>)	
Tenant: _____	Name: _____	
Tenant: _____	Name: _____	
Tenant: _____	Name: _____	
	Name: _____	

This Lease Addendum adds the following terms to the Lease Agreement between Tenant and Landlord for the Unit mentioned above.

- A. **Purpose of the Lease Addendum.** The Lease Agreement for the above-referenced Unit is being amended to include the provisions of this Lease Addendum because Tenant is eligible to receive security deposit and utility deposit assistance using federal HOME Program Funds. HTSV's Finally Home Program will issue a one-time grant for security deposit assistance of up to \$2,500 and/or a maximum grant of \$500 for utility set up. The Lease Agreement has been signed by Tenant and Landlord on the condition of a 1 year minimum term. The Lease Agreement will have the same effective dates as the Lease Addendum.
- B. **Conflict with Other Provisions of the Lease Agreement.** In case of any conflict between the provisions of this Lease Addendum and other sections of the Lease Agreement, the provisions of this Lease Addendum shall supersede.
- C. **Terms of the Lease Agreement.** The term shall begin on _____ and shall continue until: (1) the Lease Agreement is terminated by Landlord in accordance with applicable state and local tenant/landlord laws; or (2) the Lease Agreement is terminated by Tenant in accordance with the Lease Agreement; or (3) by mutual agreement of Tenant and Landlord.
- D. **Termination of Tenancy.** Landlord may evict Tenant following applicable state and local laws. Landlord must provide Tenant with at least 30 days'- written notice of the termination. The notice of termination must be served to Tenant for the 30-day noticing period to take effect.
- E. **Tenant Household Members.** Only the above Tenant/Household members listed above are authorized to occupy this unit.
- F. **Security Deposit.** Landlord will receive a deposit up to the amount of \$2,500 paid by HTSV Finally Home Program using HOME Funds. Landlord will hold the deposit during the period in which Tenant occupies the Unit. When Tenant moves from the Unit, Landlord shall comply with all applicable state and local laws regarding security deposit refunds. Landlord shall provide to Tenant written statement regarding the deposit refund amount and any applicable charges against the deposit. Landlord must refund any applicable deposit to Tenant or their representative *within 21 days*.
- G. **Housing Quality Standards.** Landlord agrees to maintain the Unit, common areas, equipment, facilities and appliances in decent, safe and sanitary condition (*as defined by Section 8 Housing Quality Standards. Please see attachment*).
- H. **HQS Provisions - Performance and acceptability requirements**
This section states the housing quality standards (HQS) for housing assisted in the programs.
 - 1) The HQS consist of:
 - a. Performance requirements; and
 - b. Acceptability criteria or HUD approved variations in the acceptability criteria.

- 2) Performance and acceptability criteria for these key aspects of housing quality includes:
- a. Sanitary facilities;
 - b. Food preparation and refuse disposal;
 - c. Space and security;
 - d. Thermal environment;
 - e. Illumination and electricity;
 - f. Structure and materials;
 - g. Interior air quality;
 - h. Water supply;
 - i. Lead-based paint;
 - j. Access;
 - k. Site and neighborhood;
 - l. Sanitary condition;

I. **Utilities and Appliances.** The utility responsibility is outlined below. A unit without proper utility service is a violation of HUD’s Housing Quality Standards (HQS).

Utilities	Provided By:	
	Tenant	Landlord
Garbage	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>
Heat	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>
Cooking Fuel	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>
Stove	<input type="checkbox"/>	<input type="checkbox"/>

J. **Prohibited Lease Agreement Provisions.** Any provision of the Lease Agreement which falls within the classifications below shall not apply and not be enforced by Landlord.

- 1) Confession of Judgment. Consent by Tenant to be sued, to admit guilt, or to a judgment in favor of Landlord in a lawsuit brought in connection with the Lease.
- 2) Treatment of Property. Agreement by Tenant that Landlord may take or hold Tenant’s property, or may sell such property without notice to Tenant and a court decision on the rights of the party.
- 3) Excusing the Landlord from Responsibility. Agreement by Tenant not to hold Landlord or Landlord’s agent legally responsible for any action or failure to act, whether intentional or negligent.
- 4) Waiver of Legal Notice. Agreement by Tenant that Landlord may institute a lawsuit without notice to Tenant.
- 5) Waiver of court proceedings for Eviction. Agreement by Tenant that Landlord may evict the Tenant Household Member (i) without instituting a civil court proceedings in which Tenant has the opportunity to present a defense, or (ii) before a decision by a civil court on the rights of Tenant and Landlord.
- 6) Waiver of Jury Trial. Authorization to Landlord to waive Tenant’s right to a trial by jury.
- 7) Waiver of Right to Appeal Court Decision. Authorization to Landlord to waive Tenant’s right to sue to prevent a judgment from being put into effect.
- 8) Tenant Chargeable with the Cost of Legal Actions Regardless of Outcome of a Lawsuit. Agreement by Tenant to pay lawyer’s fees or other legal costs whenever Landlord decides to sue, whether or not Tenant wins.

K. **Nondiscrimination.** Landlord shall not discriminate against Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin or familial status.

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Landlord Signature: _____

Date: _____