
OMB Burden Statement. Public reporting burden for this collection of information is estimated to average 3 hours, including the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 92.253(a) and (c), under which the lease between the Owner and the Tenant must include a HUD-required HOME Investment Partnerships Program (HOME) Tenant-Based Rental Assistance Program Tenancy Addendum. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Community Planning and Development, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 92.253(a) and (c). The information is used to allow a participating jurisdiction to provide HOME Tenant-Based Rental Assistance under the HOME program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Part A: Program and Lease Information

1. HOME Tenant-Based Rental Assistance Program

- a. The HOME Tenant-Based Rental Assistance Program provides direct and continued rental assistance to Tenants.
- b. The Owner is leasing the contract Unit to the Tenant for occupancy by the Tenant with assistance under the HOME Program.
- c. The Owner and Tenant have entered into a Rental Assistance Contract with the participating jurisdiction.
- d. Under the Rental Assistance Contract, the participating jurisdiction is providing HOME funds to the Owner of a Unit that is occupied by the Tenant receiving tenant-based rental assistance through the participating jurisdiction's HOME Program. The Tenant is a beneficiary of the Rental Assistance Contract between the Owner and the participating jurisdiction or a party to a Tri-party Rental Assistance Contract by the Owner, Tenant, and Participating Jurisdiction.

2. Parties and Lease Term

- a. This tenancy addendum is entered into between the Owner _____ and the Tenant or Tenant family representative _____ under the authority of the Participating Jurisdiction for the lease of Unit _____ located at _____.

- b. The Tenant(s) includes the following members:

- c. Lease term
 - (i) The lease term begins on (dd/mm/yyyy) _____.
 - (ii) The lease term ends on (dd/mm/yyyy) _____.

Part B: Tenancy Addendum

1. Addendum

- a. The terms of the HOME Tenant-Based Rental Assistance Tenancy Addendum shall prevail over any conflicting provisions of the lease. The terms and conditions of the written lease, the HOME Tenant-Based Rental Assistance Tenancy Addendum, the Violence Against Women Act (VAWA) Addendum, and any addendum required by another Federal, State, or local affordable housing program shall constitute and contain the sole and entire agreement between the Owner and the Tenant. No prior or contemporaneous oral or written representation or agreement between the Owner and Tenant shall have legal effect.
- b. The Tenant shall have the right to enforce the tenancy addendum against the Owner.
- c. If the lease for a Tenant who would be covered under the HOME Security Deposit Assistance Addendum includes the terms of this Addendum due to error, then:
 - (i) the terms of the HOME Security Deposit Assistance Tenancy Addendum are incorporated by reference into this Addendum; and
 - (ii) the Tenant and Owner agree to be bound by the terms of the HOME Security Deposit Assistance Tenancy Addendum and not the terms of this Addendum.
- d. Where Federal, State, or local law provide Tenant protections that are more stringent than the Tenant protections contained within this HOME Tenant-Based Rental Assistance Tenancy Addendum, then the Owner must comply with the more stringent Federal, State or local requirements.

2. Definitions

- a. Addendum: The HOME Tenant-Based Rental Assistance Tenancy Addendum.
- b. Family: See [24 CFR 5.403](#).
- c. Household: See [24 CFR 5.100](#).
- d. HOME Program: The HOME Investment Partnership Program authorized under 42

USC 12701 et seq. with regulations at [24 CFR part 92](#).

- e. HOME Funds: Money granted to participating jurisdictions pursuant to the HOME Program's funding formula for eligible activities under [24 CFR Part 92](#).
- f. HUD: The U.S. Department of Housing and Urban Development.
- g. Lease: The written agreement between the Owner and the Tenant for the lease of the Unit to the Tenant. The lease includes this tenancy addendum prescribed by HUD.
- h. Owner: The Owner of the property and lessor of the Unit.
- i. Participating Jurisdiction: _____.
- j. Security Deposit: A deposit provided by the Tenant to the Owner as a condition of leasing the Unit as defined by the local or State Tenant-landlord law covering the jurisdiction in which the Unit is located.
- k. Tenant: The family member (or members) who leases the Unit from the Owner.
- l. Unit: The housing Unit rented by the Tenant with HOME tenant-based rental assistance.

3. Physical Condition of Unit and Property.

- a. The Owner shall maintain the physical condition of the Unit and property so that it meets the participating jurisdiction's property standards and State and local code requirements in accordance with [24 CFR §92.251\(f\)](#);
- b. With respect to maintenance and repairs to a housing Unit, the Owner shall:
 - (i) Provide the Tenant with written expected time frames for maintaining or repairing the Unit as soon as practicable;
 - (ii) Professionally maintain and repair the Unit and the common areas of the property in accordance with the participating jurisdiction's property standards as soon as practicable; and
 - (iii) Not charge the Tenant for normal wear and tear or damage to the Unit or common areas of a property unless such damage is due to negligence, recklessness, or intentional acts by the Tenant.
- c. If the Owner provides Owner-controlled utility services, then the Owner shall provide the Tenant with continued, uninterrupted utility service unless the interruption is not within the control of the Owner (e.g., a general power outage).

4. Use and Occupancy of the Unit and Property.

- a. Subject to applicable occupancy requirements under Federal, State or local law, a

family may reside in the Unit with a foster child, foster adult, and/or live-in aide.

- b. Except for shared housing, the Tenant's household shall have the right to exclusive use and occupancy of the leased Unit.
- c. The Owner may only enter the housing Unit:
 - (i) When the Owner provides reasonable advance notification to the Tenant and enters during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvement or repairs, or to show the housing Unit for re-leasing. A written statement specifying the purpose of the Owner's entry delivered to the housing Unit at least 2 days before such entry shall be considered reasonable advance notification;
 - (ii) At any time without advance notification when there is reasonable cause to believe that an emergency requiring entry to the Unit exists; and
- d. If the Tenant and all adult members of the household are absent from the housing Unit at the time of entry or if the Owner enter the housing Unit due to a reasonable belief that there is an emergency that requires the Owner to enter the Unit, the Owner shall provide the Tenant with a written statement specifying the date, time, and purpose of entry.
- e. The Tenant's household shall have reasonable access and use of the common areas of the property.
- f. The Tenant may not be required to accept supportive services that are offered unless the Tenant is living in transitional housing, and such supportive services are required in connection with the transitional housing.

5. Notice.

- a. All notices by the Owner to the Tenant(s) must be in writing. Where it may be necessary due to disability, the Owner must provide the Tenant with a Notice in an accessible format.
- b. Before taking an adverse action against the Tenant, the Owner must notify the Tenant. The statement must include the specific grounds for any proposed adverse action by the Owner. Such adverse action includes, but is not limited to, imposition of charges for damages that require maintenance and repair.
- c. The Owner must notify Tenants within 5 business days of any changes to the Ownership of the property or the property management company managing the property, including foreclosure of the property.
- d. The Owner must provide at least 30 days' notice before an impending sale or

foreclosure of the property.

- e. The Owner may not institute a lawsuit against the Tenant without providing notice to the Tenant.

6. A Tenant's Rights to Available Legal Proceedings and Remedies.

- a. The Owner shall not require the Tenant to agree to be sued, to admit guilt, or agree to a judgment in favor of the Owner in a lawsuit brought in connection with the lease.
- b. The Owner may not take, hold, or sell personal property of a household member 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. The Tenant may hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- d. In any legal proceedings involving Tenant and Owner, the Owner and Tenant agree that the Tenant shall be able to exercise the Tenant's right to:
 - (i) Obtain independent legal representation in any legal proceedings in connection with the lease, including in any non-binding arbitration or alternative dispute resolution process.
 - (ii) Have a trial by jury where such right is available to a Tenant under Federal, State, or local law; and
 - (iii) Appeal or otherwise challenge in court a court decision in connection with the lease where such right is available to the Tenant under Federal, State, or local law.
- e. The Tenant may only be required to pay the Owner's attorney's fees or other legal costs if the Tenant loses a court proceeding against the Owner and the court so orders.

7. Protection Against Unreasonable Interference or Retaliation.

- a. The Owner may not unreasonably interfere with the Tenant's safety or peaceful enjoyment of a rental Unit or the common areas of the property.
- b. The Owner may not retaliate against the Tenant for taking any action allowable under the lease and applicable law.
- c. Actions that evidence unreasonable interference or retaliation against the Tenant include actions taken for the purpose of causing the housing to become vacant or otherwise, including but not limited to:
 - (i) Recovery of, or attempt to recover, possession of the housing Unit in a manner

that is not in accordance with section 12 of this addendum;

- (ii) Decreasing services to the housing Unit (e.g., trash removal, maintenance) or increasing the obligations of the Tenant in a manner that is not in accordance with the requirements of [24 CFR part 92](#);
 - (iii) Interfering with the Tenant's right to privacy under applicable State or local law;
 - (iv) Harassing a household or their lawful guests; and
 - (v) Refusing to honor the terms of the lease.
- d. If the Owner unreasonably interferes with or retaliates against the Tenant, then this shall constitute a material breach under the lease, a violation of HOME program requirements, and a breach of the written agreement between the Owner and the participating jurisdiction. The Tenant may use evidence of such unreasonable interference or retaliation in a court of law, and the participating jurisdiction must take reasonable actions to address any violation in accordance with the participating jurisdiction's responsibilities under [§92.504\(a\) and \(c\)](#).

8. Exercise of Rights Under Tenancy.

The Tenant may exercise any right of tenancy under their lease and assert any applicable Federal, State, local Tenant protections. These rights include but are not limited to:

- a. Reporting of inadequate housing conditions of the housing Unit or property to the Owner, the participating jurisdiction, code enforcement officials, or HUD;
- b. Reporting lease violations and requesting enforcement of the written lease or any protections guaranteed under [24 CFR part 92](#); and
- c. Requesting or obtaining enforcement of any applicable protections under Federal, State, or local law.

9. Confidentiality.

The Owner will keep all records containing personally identifying information of any individual or family who applies for or lives in a HOME-assisted rental Unit secure and confidential.

10. Prohibition on Discrimination.

The Owner shall operate housing assisted under this part in accordance with all applicable nondiscrimination and equal opportunity requirements including but not limited to those required under the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1974, [24 CFR § 92.350](#) and the VAWA requirements at [24 CFR § 92.359](#).

11. Security Deposits.

- a. Security deposits must be refundable and no greater than two months' rent. Surety bonds or security deposit insurance and similar instruments may not be used in lieu of or in addition to a security deposit.
- b. Upon termination of tenancy by the Owner or Tenant, if the Owner charges any amount against the Tenant's security deposit, the Owner must give the Tenant a list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant.

12. Termination of Tenancy.

- a. The Owner may not terminate the tenancy of any Tenant or household member or refuse to renew the lease of a Tenant with tenant-based rental assistance, except for serious or repeated violation of the material terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause.
 - (i) Other good cause does not include an increase in the Tenant's income or assets, the amount or type of income or assets the Tenant possesses, or refusal of the Tenant to purchase the housing (except in the case of a lease-purchase agreement).
 - (ii) Other good cause includes:
 - A. When a Tenant or household member is a direct threat to the safety of the Tenants or employees of the housing or an imminent and serious threat to the property;
 - B. Serious or repeated violation of the terms and conditions of the lease;
 - C. Violation of applicable Federal, State, or local law through a Tenant's record of conviction of a crime that directly threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants in the property.
 - D. When the Tenant unreasonably refuses to provide the Owner access to the Unit to allow the Owner to repair the Unit;
 - E. When the Owner intends to withdraw the Unit from the rental market to occupy the Unit; allow the Owner's family member to occupy the Unit; or demolish or substantially rehabilitate the Unit;
 - F. When the Owner must terminate a tenancy to comply with an order issued by a governmental entity or court that requires the Tenant vacate the property or Unit;
 - G. When the Owner must terminate a tenancy to comply with a local ordinance

that necessitates vacating the residential real property; or

H. When the Tenant fails to purchase a housing Unit within the timeframes listed within the Tenant’s lease-purchase agreement.

b. The Owner is not permitted to terminate tenancy or refuse to renew a lease if doing so would violate Federal, State, local law, the requirements of this addendum, or the requirements of the HOME Program including but not limited to requirements under the Fair Housing Act, nondiscrimination, and VAWA.

c. Procedural Requirements

(i) To terminate or refuse to renew tenancy, the Owner must serve a written notice to vacate upon the Tenant specifying the grounds for the action at least 30 days before the termination of tenancy and provide a copy of the notice to vacate to the participating jurisdiction in accordance with the rental assistance contract or the participating jurisdiction’s policies and procedures. The minimum 30-day period is not required if the termination of tenancy or refusal to renew is due to a direct threat to the safety of the Tenants or employees of the housing or an imminent and serious threat to the property and the termination of tenancy or refusal to renew is in accordance with Federal, State and local laws as per [24 CFR §92.253\(d\)\(1\)\(iii\)](#).

(ii) The Owner must institute a civil court proceeding in which the Tenant or a household member has the opportunity to present a defense and obtain a court order on the rights of the parties before terminating the tenancy of a Tenant or household member.

(iii) The Owner may not perform a constructive eviction such as locking the Tenant out of their Unit or stopping service on utilities servicing the Tenant’s Unit. The Owner may not create a hostile living environment or refuse to allow for a reasonable accommodation to cause the Tenant to terminate their tenancy in a HOME-assisted Unit.

Part C: Signatures

Print or Type Name of Owner

Print or Type Name of Family Representative

Signature

Signature

Date

Date