IFA HOME Rental Lease Addendum

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| Property Name: |  | | |
| Project/HOME Agreement # |  | | |
| Tenant’s Name (Head of Household) |  | Unit # |  |

* The lease term for a HOME-assisted unit must be for at least one year, unless the Tenant and the Owner mutually agree upon a shorter term.
* The rent is subject to the rent restriction of the HOME Program. The initial rent for this unit is $     .
* The Owner retains the right to adjust rents, in accordance with the HOME Rent limits. The rent for Tenants whose incomes exceed the HOME 80% income limits may increase.
* The Tenant(s) understand that they must recertify their income eligibility on an annual basis. The Tenant’s failure to cooperate in the income recertification process will constitute a violation of the lease. Deliberately providing false information can result in termination of the lease.
* The Owner may choose not to renew a Tenant’s lease for good cause as defined in the Tenant’s lease. The Owner must give the Tenant a written notice at least 30 days before the Tenant must vacate the unit.
* HOME 2016 legislation “if a tenant is a direct threat to the safety of the tenants or employees of the housing or an imminent and serious threat to property” then 30 day notice to evict is not required. All state and local laws must be followed.
* Owner retains the right to inspect, and permit the Iowa Finance Authority, and HUD to inspect HOME-assisted units annually during the affordability period. Tenants must receive at least a 24 hour notice prior to a scheduled inspection.
* For any building built prior to 1978, HUD’s Lead Based Paint notification form must also be completed.

The Owner agrees that the lease will not contain the following HOME Prohibited Lease Clauses :

* The Tenant shall not be sued, be made to admit guilt, or agree to a judgment in favor of the Owner in a lawsuit brought in connection with the lease.
* The Owner may not seize or sell personal property of household members without written notice to the Tenant and a court decision on the rights of the parties. This does not apply to disposition of personal property left by a Tenant who has vacated a property which shall be disposed of in accordance with state law.
* The Tenant will not be asked to hold the Owner or Owner’s agents legally responsible for any action or failure to act, whether intentional or negligent.
* The Owner will not institute a lawsuit without proper written notice to the Tenant.
* The Owner will not start proceedings to evict the Tenant and/or any household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
* The Tenant will not be asked to waive the right to a trial by jury.
* The Tenant will not be asked to waive the right to appeal or to otherwise challenge in court a court decision in connection with the lease.
* The Tenant will not be required to pay Owner’s attorney’s fees or other legal costs if the Tenant wins in a court proceeding against the Owner. The Tenant, however, may be obligated to pay costs if the Tenant loses.
* The Tenant will not be required to accept supportive services unless the Property is a transitional housing project.

The HOME provisions listed in this Lease Addendum shall supersede any conflicting language contained in the lease.

Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner/

Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_