

LEASE ADDENDUM: HOME

Developments with Agency HOME funding must complete addendum for all households at move-in.

Date: _____

Development Name: _____

Head of Household Name: _____

Unit No: _____

This lease addendum adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

- A. Purpose of the Addendum.** The lease for the above-referenced unit is being amended to include the provisions of this addendum because the apartment project has received funding under the federal HOME Investment Partnerships Program ("HOME Program").
- B. Conflict with Other Provisions of the Lease.** In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.
- C. Term of Lease.** Notwithstanding anything herein to the contrary, the initial Lease term shall be for a period of not less than 12 months. Subsequent lease terms shall be for a period of no less than 12 months, unless the Landlord and Tenant mutually agree in writing to a shorter term, but in no event, can the Lease term be less than 30 days.
- D. Income Eligibility.** The Landlord has the right to recertify the Tenant's income on an annual basis to verify Tenant's continuing eligibility to reside in a HOME unit. The Tenant's failure to cooperate in the income recertification process will be a violation of the lease. Deliberately providing false information can result in the termination of the Lease.
- E. HOME Rent Restrictions.** If this unit is designated as a HOME unit, rents are subject to the rent restrictions of the HOME Program. Landlord may adjust the rents, in accordance with the HOME rent limits, with NCHFA approval. If the income of a household in a HOME-designated unit increases above the High HOME income limit, the rent for this household must be calculated at thirty percent (30%) of monthly adjusted income. As an alternative, the HOME designation can be switched to another HOME compliant unit, unless all units in the property are HOME-assisted units.
- F. Unit Inspection.** The Landlord has the right to inspect, and to permit North Carolina Housing Finance Agency and HUD to inspect, HOME-assisted units during the affordability period. Tenant will receive at least 48 hours' notice that the unit will be inspected.
- G. Termination of Tenancy.** The Landlord may evict the Tenant following applicable state and local laws; however, the landlord must provide the Tenant with at least 30 days' written notice of the termination specifying the grounds for the action.
- H. Prohibited Lease Provision.** Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord.
- (1) *Confession of Judgment.* Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.
 - (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the unit after the Tenant has moved out. The Landlord may dispose of personal property in accordance with state law.
 - (3) *Excusing the Landlord from Responsibility.* Agreement by the Tenant not to hold the 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 the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
 - (5) *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Landlord may evict the Tenant of household members (i) without instituting a civil court proceeding in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
 - (6) *Waiver of Jury Trial.* Authorization to the Landlord to waive the Tenant's right to a trial by jury.
 - (7) *Waiver of Right to Appeal Court Decision.* Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.



(8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the Tenant to pay attorney fees or other legal costs even if the Tenant wins the court proceeding by the Landlord against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.

I. Lead Warning Statement. If this property was built prior to 1978, Tenant acknowledges receipt of HUD's Lead Based Paint notification form from the Landlord.

J. Violence Against Women Act.

- (1) The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
- (2) The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
- (3) The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.
- (4) By signing this Addendum, Tenant acknowledges receipt of Notice of Occupancy Rights under the Violence Against Women Act.

K. Nondiscrimination. The Landlord shall not discriminate against the Tenant on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

TENANT SIGNATURES:

_____	_____	_____
Head of Household Printed Name	Signature	Date
_____	_____	_____
Co-Head/Other Adult Printed Name	Signature	Date
_____	_____	_____
Other Adult Printed Name	Signature	Date
_____	_____	_____
Other Adult Printed Name	Signature	Date

LANDLORD SIGNATURES:

_____	_____	_____
Landlord Representative Printed Name	Signature	Date

