

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

- 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), HOME Program, NHTF Program and Properties Owned by Public Facility Corporations.** Provisions in Par. 6-6.5 of this Addendum shall apply only to residents living in a dwelling covered by the HTC, NHTF and HOME programs or properties owned by a PFC under Texas Local Government Code. Par. 6-6.5 of this Addendum also override any contrary provisions contained in the Lease. We will not evict a resident solely on the basis that the resident is or has been a victim of domestic violence, sexual assault or stalking, or has participated, testified or assisted in any matter covered by the Violence Against Women Act 2022.

- 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 the Lease if evicting during the lease term or if terminating your residency at the end of an initial or renewal term. In addition, for HTC units, we must provide written notice specifying the grounds for eviction during the lease term or if we terminate your residency at the end of the 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 serious or repeated violations of the Lease, violations of applicable federal, state or local law, completion of the tenancy period for Transitional Housing (if applicable) or for good cause. Evictions or nonrenewal of leases for reasons other than good cause are prohibited. 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 98.303 provides that a property owner may not evict a resident or refuse to renew a Lease except for serious or repeated violations of the Lease, violations of applicable federal, state or local law, completion of the tenancy period for Transitional Housing (if applicable) or for good cause. Evictions or nonrenewal of leases for reasons other than good cause are prohibited. 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 Properties Owned by PFCs.** For PFC-owned properties, the owner may only refuse to renew the lease if the resident: (1) if in material noncompliance with the Lease, including nonpayment of rent; (2) committed one or more substantial violations of the Lease; (3) failed to provide required information on income, composition, or eligibility of the resident's household; or (4) committed repeated minor violations of the Lease that disrupt the livability of the property, adversely affect the health and safety of any person or right of quiet enjoyment of the lease premises and related development facilities, interfere with management of the development or have an adverse financial effect on the development, including failure of the resident to pay rent in a timely manner. In addition, we must provide a resident with at least 30 days written notice of nonrenewal of the Lease. The owner may not retaliate or take action against a resident or the resident's guests because the resident established, attempted to establish or participated in a resident organization.

- 6.5 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. We must provide a 30-day written notice before seeking an eviction for nonpayment of rent. If the CARES Act is modified to eliminate the 30-day notice requirement, HUD or Treasury requirements will supersede this 30-day notice requirement for nonpayment of rent. "Good cause" may include, but is not limited to, nonpayment 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.

8. **Insurance.** Insurance is not required but is still strongly recommended. Though not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.

9. **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.

10. **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.

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

Resident or Residents (all sign below)		Owner or Owner's Representative (sign below)	
(Name of Resident)	Date signed		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		

NOT A VALID FORM
SAMPLE