| **Administrator:** | **Contract/RSP Number:** | |
| --- | --- | --- |
| **Administrator Address:** | **Phone:** | |
| **Tenant Name:** | | |
| **Rental Unit Address:** | | **Number of Bedrooms:** |
| **Landlord Name:** | | |
| **Landlord Address:** | **Phone:** | |

**Purpose of Lease Addendum.** Tenant has been approved to receive rental assistance under the HOME Investment Partnerships (HOME) Program for Tenant-Based Rental Assistance (TBRA) administered by Administrator. The lease for the above-referenced rental unit is hereby amended to include the provisions of this Lease Addendum, as follows:

1. **Conflict with Other Provisions of the Lease.** In the event of any conflict between the provisions of this Lease Addendum and any sections of the lease, the provisions of this Lease Addendum prevail.
2. **Terms of Lease.** The rental term of the lease begins on:  //  and continues until the Lease is terminated by Landlord in accordance with applicable state and local laws, or the lease is terminated by Tenant in accordance with the lease.
3. **TBRA Payment.** Administrator will pay the approved TBRA rental subsidy directly to Landlord to be credited by Landlord toward the monthly rent payable by Tenant. Any remaining balance of the monthly rent amount will be paid by Tenant directly to Landlord.
4. **Security Deposit.** Administrator has paid $ directly to Landlord to be held as a security deposit on behalf of Tenant.
5. Landlord will hold the security deposit during the period Tenant occupies the rental unit. Landlord will comply with state and local laws regarding interest earned on security deposits.
6. After Tenant has vacated the rental unit, Landlord may use the security deposit as reimbursement for unpaid rent or toward any other amounts payable by Tenant under the lease, in accordance with state and local laws. Landlord will provide Tenant a written list specifying all damages, items, and amounts charged against the security deposit. Any security deposit amount remaining after the reimbursement to Landlord has been deducted shall be promptly refunded directly to Tenant.
7. **Termination of Tenancy.** Landlord may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds, except for serious or repeated violation of the 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. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy. Landlord must notify Administrator within 30 days of termination of tenancy.
8. **Utilities and Appliances.** Utilities and appliances are provided as indicated in the following table:

|  |  |  |
| --- | --- | --- |
| **Description of Utility** | **Included in Rent?** | **Paid for by:** |
| Heating (specify type) (utility cost only)  Electric Gas Oil | Yes  No | Landlord  Tenant |
| Air Conditioning  (utility cost only)  a | Yes  No | Landlord  Tenant |
| Cooking (specify type) (utility cost only)  Electric Gas | Yes  No | Landlord  Tenant |
| Other Electric  (lighting, small appliances, electronic devices, etc.) | Yes  No | Landlord  Tenant |
| Water Heating (specify type) (utility cost only)  Electric Gas | Yes  No | Landlord  Tenant |
| Water  (utility cost only) | Yes  No | Landlord  Tenant |
| Sewer  (utility cost only) | Yes  No | Landlord  Tenant |
| Trash Collection)  (utility cost only | Yes  No | Landlord  Tenant |
| Electric Fee  (if applicable) | Yes  No | Landlord  Tenant |
| Gas Fee  (if applicable) | Yes  No | Landlord  Tenant |
| **Description of Appliance** | **Included in Rent?** | **Provided by:** |
| Range  (appliance only) | Yes  No | Landlord  Tenant |
| Refrigerator  (appliance only) | Yes  No | Landlord  Tenant |
| Other: | Yes  No | Landlord  Tenant |

7. **Household Members.** ALL Household members, including children, authorized to live in this rental unit are listed below. Tenant may not permit other persons to join the household without notifying Administrator and obtaining Landlord’s permission.

|  |  |
| --- | --- |
| **1.** | **5.** |
| **2.** | **6.** |
| **3.** | **7.** |
| **4.** | **8.** |

1. **Housing Quality Standards.** Landlord will maintain the rental unit, common areas, equipment, facilities, and appliances in safe, decent, and sanitary condition as determined by Department of Housing and Urban Development (HUD) Housing Quality Standards (HQS).
2. **Prohibited Lease Provisions.** The Lease may not include provisions prohibited by local, state, or federal law. Landlord will comply with the following tenant protections:
3. *Confession of Judgment*. Landlord may not require Tenant to consent to be sued, to admit guilt, or to accept or acknowledge a judgment in favor of Landlord in a lawsuit brought in connection with the lease.
4. *Treatment of Property*. Landlord may not require Tenant to agree that Landlord may take or hold Tenant’s property, or sell such property without notice to Tenant and a court decision on the rights of the parties.
5. *Excusing Landlord from Responsibility*. Landlord may not require Tenant to excuse Landlord or Landlord’s agent from his/her legal responsibility for any action or failure to act, whether intentional or negligent.
6. *Waiver of Legal Notice*. Landlord may not require Tenant to agree that Landlord may institute a lawsuit without notice to Tenant.
7. *Waiver of Court Proceedings for Eviction*. Landlord may not require Tenant to agree that Landlord may evict Tenant and/or members of Tenant’s household prior to:

1) The initiation of civil court proceedings in which Tenant has the opportunity to present a defense; or

2) The receipt of a decision by the court on the rights of the parties.

1. *Waiver of Jury Trial*. Landlord may not require Tenant to authorize Landlord to waive Tenant’s right to a trial by jury.
2. *Waiver of Right to Appeal Court Decision*. Landlord may not require Tenant to authorize Landlord to waive Tenant’s right to appeal a court decision or waive Tenant’s right to sue to prevent a judgment from being put into effect.
3. *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit*. Landlord may not require Tenant to agree to pay attorney fees or other legal costs in the event Landlord files civil suit.
4. *Mandatory supportive services.* Landlord may not require agreement by Tenant (other than a tenant in transitional housing) to accept supportive services that are offered.
5. **Non-Discrimination.** Landlord will not discriminate against Tenant in the provision of services, or in any other manner, on the basis of race, color, national origin, religion, gender, disability, or familial status.
6. **Violence Against Women Act (VAWA):** Landlord will comply with the following protections as established by VAWA:
7. 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.
8. Landlord may not consider criminal activity directly relating to abuse engaged in by a member of Tenant’s household or any guest or other person under Tenant’s control as cause for termination of assistance, tenancy, or occupancy rights if Tenant or an immediate member of Tenant’s family is the victim or threatened victim of that abuse.
9. Landlord may request in writing that the victim, or a household 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 VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.
10. **Notice to Tenants.** In order to remain eligible to receive rental assistance under the HOME TBRA Program, all tenants must participate in a self-sufficiency program which is authorized and/or conducted by Administrator. Rental assistance provided through the HOME TBRA Program is limited to a maximum of twenty-four (24) months per TBRA Contract or Household Commitment Contract (HCC), as applicable, with a lifetime maximum of sixty (60) months. Do not enter into a lease agreement unless the rental unit has been inspected for compliance with HQS requirements and approved by Administrator.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Signature of Tenant 1 |  | Date |  | Signature of Tenant 2 |  | Date |
| Signature of Tenant 3 |  | Date |  | Signature of Tenant 4 |  | Date |
| Signature of Landlord |  | Date |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| *Reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency.* | | |
|  | **Texas Department of Housing and Community Affairs**  Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941, Austin, TX 78711  Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: info@tdhca.texas.gov Web: www.tdhca.texas.gov |  |