

# HOME UNIT LEASE ADDENDUM

- Tenant(s) must recertify 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 rent is subject to the rent restriction of the HOME Program. 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.
- Owner may choose not to renew a tenant's lease for good cause, and definition of good cause. Owner must give the tenant a written notice at least 30 days before the tenant must vacate the 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.
- Owner retains the right to inspect, and permit Idaho Housing and Finance Association, and HUD to inspect, HOME-assisted units during the affordability period. Tenants must receive at least 24 hours notice for inspections.
- For any building built prior to 1978, HUD's Lead Based Paint notification form must be completed.
- The tenant at no time shall agree to be sued, to admit guilt, or to 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 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 at no time shall agree not to hold the owner or owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- The tenant at no time shall agree that the owner may institute a lawsuit without notice to the tenant.
- The tenant at no time shall agree to the owner being able to evict the tenant or 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 at no time shall agree to waive the right to a trial by jury.
- The tenant at no time shall agree to waive the right to appeal or to otherwise challenge in court a court decision in connection with the lease.
- The tenant at no time shall be required to pay owner's attorney's fees or other legal costs and may recover tenant's attorney fees and 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.

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

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

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

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