

# NEIGHBORHOOD STABILIZATION PROGRAM (NSP)

## TENANT LEASE PROHIBITIONS

- NSP-assisted rental units must be rented to tenant households with annual household income  $\leq$  50% AMI. The tenant household income must be certified as income eligible, prior to initial occupancy. Once a tenant's household income has been certified, this tenant's income is not required to be certified again during their tenancy.
- A tenant household cannot be evicted for being over income ( $>50\%$  AMI). However, an over-income tenant household may be charged up to 30% of their adjusted monthly income.
- A tenant can be evicted for "good cause" as defined under Idaho's Landlord Tenant Law. However, Owner will provide tenant with a 30-day written notice to vacate.
- The standard lease term for an NSP-assisted unit is 12 months. A shorter lease term is acceptable only if mutually agreed upon by tenant(s) and owner. An owner cannot require or initiate a shorter lease term without the tenant's written acceptance.
- **A Tenant Lease agreement cannot contain any of the following provisions:**
  - Agree to be sued, admit guilt, or a judgment in favor of the owner
  - Agree to allow owner to seize sell personal property belonging to the tenant household without proper notice and a court decision. \*This prohibition does not apply to disposition of personal property left by a tenant who has vacated the property
  - Agree not to hold the owner legally responsible for any action, or failure to act, whether intentional or negligent
  - Agree the owner may evict the tenant or a household member(s) without instituting a civil court proceeding
  - Agree the owner may institute a lawsuit without notice to the tenant
  - Agree to waive right to trial by jury
  - Agree to waive the right to appeal or otherwise challenge in court a court decision in connection with the lease
  - Agree to pay attorney's fees and/or other legal costs even if the tenant wins in a court proceeding filed by the owner
  - Agree to accept supportive services as a condition of tenancy

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

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

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