

HOME HTF NSP

THE FOLLOWING PROVISIONS SHALL SUPERSEDE ANY CONFLICTING LANGUAGE CONTAINED IN THE LEASE

- For each household occupying a unit designated as HOME or HTF-assisted, tenants 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 restrictions of the applicable program. The owner retains the right to adjust rent, in accordance with the applicable program’s rules and rent limits. The rent for a household in a HOME-assisted unit whose income exceeds the HOME 80% limit at recertification is subject to further increase in rent in accordance with HOME rules.
- The owner may choose not to renew a tenant’s lease for good cause as defined by the program. The owner must give the tenant a written notice of at least 30 days before the tenant is required to vacate the unit.
- The lease term for a HOME, HTF, or NSP-assisted unit must be for at least one year, unless the tenant and the owner mutually agree upon a shorter term.
- The owner retains the right to inspect and permits Idaho Housing and Finance Association and HUD to inspect units during the period of affordability. Tenants must receive at least 24-hour notice for inspections.
- HUD’s lead-based paint notification form must be completed for all buildings built before January 1, 1978.
- The tenant at no time shall agree to be sued, admit guilt, or agree to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
- The tenant at no time shall be required to accept supportive services that are offered, with the exception of tenants of designated transitional housing units.
- The owner may not seize or sell the 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 the disposition of personal property left by a tenant who has vacated the property, which shall be done 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’s ability 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 trial by jury.
- The tenant at no time shall agree to waive the right to appeal or challenge, in court, a court decision in connection with the lease.
- The tenant at no time shall be required to pay owner’s attorney fees or other legal costs and may recover the 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 Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Owner/Agent Signature

Date