

# TENANT LEASE AGREEMENT HOUSING CHOICE VOUCHER PROGRAM

(HUD-52641-A Tenancy Addendum should be attached to this lease.)

Voucher No. \_\_\_\_\_

No. of Bedrooms \_\_\_\_\_

THIS LEASE AGREEMENT made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (OWNER) and \_\_\_\_\_ (TENANT)

whose HOUSEHOLD consists of the following members:

- |           |           |           |
|-----------|-----------|-----------|
| (1) _____ | (2) _____ | (3) _____ |
| (4) _____ | (5) _____ | (6) _____ |
| (7) _____ | (8) _____ | (9) _____ |

*(The family must promptly inform the PHA of the birth, adoption, or court-awarded custody of a child. No other person may reside in the unit without prior written approval by the Owner and PHA.)*

The Contract unit is located at: \_\_\_\_\_ Apt. \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ The total initial monthly rent is \$ \_\_\_\_\_ per month. Of this amount, \$ \_\_\_\_\_ shall be payable by the Public Housing Agency (PHA) as housing assistance payments on behalf of the Tenant, and \$ \_\_\_\_\_ shall be payable by the Tenant ("Tenant rent") directly to the Owner. The rent is due on the \_\_\_\_\_ day of the month beginning on \_\_\_\_\_, \_\_\_\_\_. The Tenant has deposited \$ \_\_\_\_\_ with the Owner as a security deposit. The amount of the rent to Owner is subject to change during the lease term in accordance with this lease.

### 1. Purpose

This agreement is a lease between the Tenant and the Owner. The Owner is leasing the contract unit to the Tenant for occupancy by the Tenant's family with assistance for a tenancy under the Section 8 Housing Choice Voucher Program of the United States Department of Housing and Urban Development (HUD).

The Owner will enter into a housing assistance payments contract (HAP contract) with the \_\_\_\_\_ (PHA), under the Housing Choice Voucher Program. Under the HAP contract, the PHA will make housing assistance payments to the Owner to assist the Tenant in leasing the unit from the Owner.

### 2. Term of Lease

Initial term of this lease must be for at least one year unless a shorter term of \_\_\_\_\_ is approved by PHA.

(Enter first and last date of initial term.)

The initial term begins on: \_\_\_\_\_. The initial term ends on: \_\_\_\_\_. Following the initial term, the lease will be renewed automatically on a  month-to-month  semi-annual  annual  indefinite basis until: (1) a termination of the lease by the Owner in accordance with paragraph 10, (2) a termination of the lease by the Tenant in accordance with the lease or by mutual agreement during the term of the lease, (3) a termination of the Housing Assistance Payments contract by the PHA, or (4) the PHA terminates assistance for the family. The lease for the contract unit has been approved by the PHA. The lease may not be revised unless any lease revision has been approved in writing by the PHA.

### 3. Utilities and Appliances

The Owner shall provide for or pay for the utilities and appliances as indicated below by an "O" without any additional charge to the Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated below by a "T."

<u>Item</u>	<u>Provided by</u>	<u>Paid by</u>	<u>Item</u>	<u>Provided by</u>	<u>Paid by</u>
Heating	Natural gas	_____	Water Heating	Natural gas	_____
	Bottle gas	_____		Bottle gas	_____
	Oil/Electric	_____		Oil/Electric	_____
	Coal/Other	_____		Coal/Other	_____
Cooking	Natural gas	_____	Water	_____	
	Bottle gas	_____	Sewer	_____	
	Oil/Electric	_____	Trash Collection	_____	
	Coal/Other	_____	Range/Microwave	_____	
Other Electric	_____	Refrigerator	_____		
Air Conditioning	_____	Other (specify)	_____		

#### 4. Use and Occupancy of Contract Unit

- a. The family must use the contract unit for residence by the family. The unit must be the family's only residence. *(Tenant may provide reasonable accommodations to guests or visitors whose stay is less than thirty (30) days.)*
- b. The composition of the family residing in the contract unit must be approved by the PHA.
- c. The family must not sublease or let the unit.
- d. The family must not assign the lease or transfer the unit.
- e. During the lease term, the family will reside in the unit with assistance under the program.
- f. Members of the household may engage in legal profitmaking activities incidental to primary use of the unit for residence by members of the family.

#### 5. Maintenance and Utilities: Owner and Family Responsibility

- a. **The Owner must maintain the contract unit and premises in accordance with the HQS. (Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the Owner.)**

- (1) The Owner or his agent may enter the dwelling unit only for the following purposes: (a) to inspect to see if Tenant is complying with this agreement, (b) to make repairs, and (c) to exhibit the unit to prospective purchasers, mortgagees, Tenants and workmen. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. However, Owner shall, except in an emergency such as fire, give the Tenant at least twenty-four hours notice of his intent to enter and may then enter only at a reasonable time. If an emergency occurs, the Owner shall, within two days thereafter, notify Tenant in writing of the date, time, purpose and results of such entry.
- (2) The PHA shall be free to inspect the premises covered by the lease periodically, but not less often than annually, to assure that the physical condition thereof continues to meet PHA standards of decent, safe and sanitary housing and to determine whether the services required to be provided hereunder are being provided to the premises. In the event the PHA reasonably determines that either (a) the physical condition of the premises does not meet PHA standards for decent, safe and sanitary housing, other than as a result of actions by the Tenant, or (b) one or more of the services specified herein are not being provided to the premises, or (c) that the Owner is in breach of any of the conditions of this lease, the PHA may give written notice to the Owner to correct the deficiencies within thirty (30) days. Upon the Owner's failure to do so, the PHA shall have the right, in addition to its other rights and remedies under the HAP contract, to terminate or reduce housing assistance payments or to terminate the HAP contract.
- (3) The Owner must provide all utilities needed to comply with HQS.
- (4) The Owner is not responsible for damages beyond normal wear and tear caused by any member of the household or guest.

- b. **The Owner is not responsible for a breach of the HQS that is caused by any of the following:**

- (1) The family fails to pay for any utilities that the Owner is not required to pay for under the lease, but which are to be paid by the Tenant;
- (2) The family fails to provide and maintain any appliances that the Owner is not required to provide under the lease, but which are to be provided by the Tenant; or
- (3) Any member of the household or guest damages the contract unit or the premises (damages beyond ordinary wear and tear which are HQS fails).

- c. **The family must pay for any utilities and provide any appliances that the Owner is not required to pay for or provide under the lease.**

#### d. Tenant's Obligation

- (1) Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts of neglect by Tenant or others occupying with his permission, Tenant, upon prior agreement with Owner, may repair such damage at his own expense. If, (a) Tenant fails to make agreed upon repairs, or, (b) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner.
- (2) The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease which charge shall be in the amount of \$ \_\_\_\_\_ plus \$ \_\_\_\_\_ per day until said delinquent rent is paid. Said late charge will be in addition to the usual monthly rental and will apply if rent is unpaid on the \_\_\_\_\_th of the month.

- e. **Pets:** Tenant may \_\_\_\_\_ or may not \_\_\_\_\_ keep a pet on the premises.

- f. **Noise:** Tenant agrees not to allow on his premises any excessive noise or other activity which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other Tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and quiet.

- g. **Housing services:** The Owner must provide all housing services as agreed to in the lease.

## 6. Term of Lease

### a. When lease terminates.

The term of the lease terminates if any of the following occurs:

- (1) The lease terminates (as in paragraph b);
- (2) The HAP contract terminates; or
- (3) The PHA terminates program assistance for the family.

### b. Termination of lease.

The lease terminates if:

- (1) The Owner terminates the tenancy;
- (2) The Tenant terminates the lease with a  30 calendar day  60 calendar day notice; or
- (3) The Owner and the Tenant agree to terminate the lease.

### c. Termination of assistance.

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.

## 7. Rent to Owner

- a. The Owner may not demand or accept any payment from the Tenant for rent of the unit in excess of the rent to Owner as provided in the PHA-approved lease in accordance with HUD requirements. The Owner must immediately return any excess rent payment by the Tenant. *(The initial rent to Owner may not exceed the amount approved by the PHA in accordance with HUD requirements.)*
- b. The rent to Owner must be reasonable in comparison with rents charged for comparable units in the private unassisted market.
- c. The Owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to Owner. Rent to Owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the Owner in accordance with the lease.
- d. The Owner must immediately return any excess rent payment to the Tenant.
- e. Owner must provide the PHA with at least a 60 calendar day notice of any rent to owner increase. Upon approval by PHA of rent increase, the PHA will provide written notice to Owner and family of new rent amount along with effective date. The PHA shall have the right to review any rent increase during the term of the lease to determine whether the rent increase is reasonable. If the increase is not reasonable, the PHA will disapprove such increase. *(Changes in the rent to Owner shall be determined by the provisions of the lease. However, the Owner may not raise the rent during the initial term of the lease.)*

## 8. Housing Assistance Payment

- a. Each month the PHA will make a housing assistance payment to the Owner on behalf of the Tenant family in accordance with the HAP contract. The amount of the housing assistance payment will be determined by the PHA in accordance with HUD requirements.
- b. The monthly housing assistance payment by the PHA shall be credited toward the monthly rent to Owner under this lease. The balance of the monthly rent shall be paid by the Tenant.
- c. The Tenant is not responsible for payment of the portion of rent to Owner covered by the housing assistance payment under the HAP contract between the Owner and the PHA. The Owner may not terminate the tenancy of the family for nonpayment of the PHA housing assistance payment.

## 9. Other Fees and Charges

- a. Rent to Owner does not include cost of any meals or supportive services which may be provided by the Owner.
- b. This lease does not require the Tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the Owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The Owner may not charge the Tenant extra amounts for items customarily included in rent to Owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

## 10. Termination of Tenancy by Owner

### a. Grounds.

- i. During the term of the lease, the Owner may only terminate the tenancy on the following grounds: (in accordance with lease and HUD requirements)
  - (1) Serious or repeated violation of the terms and conditions of the lease;
  - (2) Violation of Federal, State, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises;
  - (3) Criminal activity (as provided in paragraph b); or
  - (4) Other good cause (as provided in paragraph c).
- ii. The requirement to terminate tenancy for such grounds:
  - (1) Only applies during the term of the lease, including the initial term and any extension term; and
  - (2) Does not apply if the Owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.

**b. Criminal activity.**

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy.

- (1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (*including property management staff residing on the premises*);
- (2) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
- (3) Any violent criminal activity on or near the premises; or
- (4) Any drug-related criminal activity on or near the premises.

The Owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the Owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

- (1) Illegal use of a controlled substance; or
- (2) Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

The Owner may terminate the tenancy if any member of the household is:

- (3) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (4) Violating a condition of probation or parole under Federal or State law.

**c. Other good cause for termination of tenancy.**

- (1) During the first year of the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial term of the lease or during any extension term, other good cause includes:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the first year of the lease, such good cause includes:
  - (a) The Tenant's failure to accept the Owner's offer of a new lease or revision;
  - (b) The Owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the Owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:
  - (a) will occupy the unit as a primary residence; and
  - (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants.

**This provision will sunset on December 31, 2012, unless extended by law.**

**d. Nonpayment by PHA: Not grounds for termination of tenancy.**

- (1) The Tenant is not responsible for payment of the portion of contract rent covered by the housing assistance payment under the HAP contract between the Owner and the PHA.
- (2) A PHA failure to pay the housing assistance payment to the Owner is not a violation of the lease. During the term of the lease, the Owner may not terminate the tenancy of the family for nonpayment of the PHA housing assistance payment.

**e. Eviction by court action.**

The Owner may only evict the Tenant from the contract unit by instituting a court action.

**f. Protections for Victims of Abuse.**

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who

engages in criminal acts of physical violence against family member or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

#### **11. Owner Termination Notice**

##### **a. Notice of grounds.**

- (1) The Owner must give the Tenant a notice that specifies the grounds for termination of tenancy. The notice of grounds must be given at or before commencement of the eviction action.
- (2) The notice of grounds may be included in, or may be combined with, any Owner eviction notice to the Tenant.

##### **b. State or local eviction notice.**

- (1) Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under State or local law to commence an eviction action.
- (2) The Owner must give the PHA a copy of any Owner eviction notice to the Tenant at the same time that the Owner gives notice to the Tenant.

#### **12. Offer of New Lease**

The Owner may offer the family a new lease, for a term beginning at any time after the initial term. The Owner must give the Tenant written notice of the offer, with a copy to the PHA, at least 60 calendar days before the proposed beginning date of the new lease term. The offer must specify a reasonable time limit for acceptance by the family.

#### **13. Lease Termination or Move Out by Family**

- a. The Tenant may terminate the lease without cause at any time after the first year. The lease may not require the Tenant to give more than a  30 calendar day or  60 calendar day notice of such termination to the Owner.
- b. The Tenant must notify the PHA and the Owner before the family moves out of the unit.

#### **14. Execution of HAP Contract**

- a. This lease has been signed by the parties on the expectation that the PHA will promptly execute a HAP contract with the Owner. This lease shall not become effective unless the PHA has executed a HAP contract with the Owner effective the first day of the term of the lease.
- b. The HAP contract must be executed no later than 60 calendar days from the beginning of the lease term. Unless the HAP contract has been executed by the end of this period, this lease shall be void.

#### **15. Prohibited Lease Provisions**

The following types of lease provisions are prohibited by HUD. If there is any prohibited provision in this lease, the provision shall be void.

##### **a. Agreement to be sued.**

Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner, in a lawsuit brought in connection with the lease.

##### **b. Treatment of personal property.**

Agreement by the Tenant that the Owner may take, hold, or sell personal property of household members without notice to the Tenant, and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property left in the contract unit after the Tenant has moved out. The Owner may dispose of this personal property in accordance with State and local law.

**c. Excusing Owner from responsibility.**

Agreement by the Tenant not to hold the Owner or Owner's agent legally responsible for any action or failure to act, whether intentional or negligent.

**d. Waiver of notice.**

Agreement by the Tenant that the Owner may institute a lawsuit against the Tenant without notice to the Tenant.

**e. Waiver of legal proceedings.**

Agreement by the Tenant that the Owner may evict the Tenant or household members (1) without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or (2) before a court decision on the rights of the parties.

**f. Waiver of jury trial.**

Agreement by the Tenant to waive any right to a trial by jury.

**g. Waiver of right to appeal court decision.**

Agreement by the Tenant to waive any right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

**h. Tenant chargeable with cost of legal actions regardless of outcome.**

Agreement by the Tenant to pay the Owner's attorney fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. However, the Tenant may be obligated to pay costs if the Tenant loses.

**16. Security Deposit**

- a. The Owner may collect a security deposit from the Tenant. (However, the PHA may prohibit the Owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the Owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the Owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid Tenant rent, damages to the unit or other amounts that the Tenant owes under the Lease.
- c. The Owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant.
- d. If the security deposit is not sufficient to cover the amounts the Tenant owes under the lease, the Owner may collect the balance from the Tenant.

**17. Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, executive orders, and regulations, the Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

**18. Conflict with Other Provisions of Lease**

- a. The terms of the tenancy addendum as prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the Tenant and Tenant's family under the Section 8 Choice Voucher Program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the Owner and the Tenant, the requirements of the HUD-required tenancy addendum shall control.

**19. Changes in Lease or Rent**

- a. The tenant and the owner may not make any changes in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty (60) days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

**20. Written Notices**

When this lease requires any notice by the Tenant or the Owner, the notice must be in writing.

**21. Definitions**

**Contract unit.** The housing unit rented by the Tenant with assistance under the Program.

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the Owner. The PHA pays housing assistance payments to the Owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing Choice Voucher Program.** The Section 8 Housing Choice Voucher Program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under this lease will be assisted with rent subsidy for a tenancy under the voucher program.

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 Tenant-based programs.

**HUD.** The U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters, as regulations, *Federal Register* notices or other binding program directives.

**Lease Agreement.** The written agreement between the Owner and the Tenant for the lease of the contract unit to the Tenant. The lease includes the tenancy addendum as prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 Housing Choice Voucher Program.

**Rent to Owner.** The total monthly rent payable to the Owner under the lease for the contract unit. Rent to Owner is the sum of the portion of rent payable by the Tenant plus the PHA housing assistance payment to the Owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenancy Addendum.** The lease language required by HUD.

**Tenant.** The family member (or members) who leases the contract unit from the Owner.

**Signatures:**

**Tenant**

\_\_\_\_\_  
Print or Type Name of Tenant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Owner**

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date





**TENANCY ADDENDUM**  
**Section 8 Tenant-Based Assistance**  
**Housing Choice Voucher Program**

(To be attached to Tenant Lease)

**U.S. Department of Housing**  
**and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
exp. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

**1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
  - (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract.

The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**
  - (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
  - (1) The owner must provide all utilities needed to comply with the HQS.
  - (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
    - (a) Pay for any utilities that are to be paid by the tenant.
    - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

**8. Termination of Tenancy by Owner**

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse.**

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
  - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
  - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
  - (c) Any violent criminal activity on or near the premises; or
  - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
  - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
  - (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. **Other good cause for termination of tenancy**

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

## 9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual," "bifurcate," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR, part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights" under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
  - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
  - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
  - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing

the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a)

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence, dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality:**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

## 10. Eviction by court action

The owner may only evict the tenant by a court action.

## 11. Owner notice of grounds

- a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

## 12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

## 13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

## 14. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

## 15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

## 16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

## 17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

## 18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements

of the tenancy addendum.

- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

## 19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

## 20. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

**HUD.** The U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 housing choice voucher program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenant.** The family member (or members) who leases the unit from the owner.

**Voucher program.** The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.