

**Housing Assistance Payments Contract
(HAP Contract)
Permanent Supportive Housing (PSH) Programs
Tenant-Based Rental Assistance**



Part A of the HAP Contract: Contract Information

1. Contents of Contract

This HAP contract has three parts:
Part A: Contract Information
Part B: Body of Contract
Part C: Tenancy Addendum

2. Tenant

TENANT NAME

3. Contract Unit

STREET ADDRESS
UNIT NUMBER
CITY, STATE ZIP

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and HOM, Inc. (HOM).

HOUSEHOLD MEMBERS

5. Initial Lease Term

The initial lease term begins on: 02/15/2023
The initial lease term ends on: 01/31/2024

6. Initial Rent to Owner

The initial rent to owner is: \$ 1,200.00 (Including tax).
During the initial lease term, the owner may not raise the rent to the tenant.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the housing assistance payment by HOM to the owner is \$ 1050.00 per month. The amount of the monthly housing assistance payment by HOM to the owner is subject to change during the HAP contract term in accordance with program requirements.

8. Initial Family Payment to Owner

The Family is responsible for paying the owner any portion of the rent to owner that is not covered by the HOM housing assistance payment. The amount of the family payment to the owner is subject to change during the HAP contract term in accordance with program requirements. Initially and until such change, the Family payment to the owner is \$ 150.00 per month.

Following is a breakdown of the total rent to the owner between the housing assistance payment and the family payment for the first three months of the contract:

HOM	Tenant	Total
\$ 525.00	\$ 75.00	\$ 600.00
\$ 1050.00	\$ 150.00	\$ 1,200.00
\$ 1050.00	\$ 150.00	\$ 1,200.00

9. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Paid By
Heating	T
Cooking	T
Other Electric	T
Air Conditioning	T
Water Heating	T
Water	O
Sewer	O
Trash Collection	O
Refrigerator	O
Range	O

Signatures:

HOM, Inc.

SAMPLE 02/12/2023
Signature Date

SAMPLE, TITLE
Print Name and Title of Signatory

Owner / Agent: Landlord Name

SAMPLE 2/12/2023
Signature Date

SAMPLE, TITLE
Print Name and Title of Signatory

Housing Assistance Payments Contract (HAP Contract) Permanent Supportive Housing (PSH) Programs Tenant-Based Rental Assistance



Part B of HAP Contract: **Body of Contract**

1. Purpose

- a. This is a HAP contract between HOM, Inc. (HOM) and the owner. The HAP contract is entered to provide assistance for the family under the Permanent Supportive Housing Program.
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, HOM will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Permanent Supportive Housing program. The housing assistance payments by HOM assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Permanent Supportive Housing program.
- b. HOM has approved leasing of the unit in accordance with requirements of the Permanent Supportive Housing program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HOM (Part C of the HAP contract).
- d. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
 - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
 - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. HOM is not responsible for such screening. HOM has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS or fails to provide all utilities needed to comply with the HQS, HOM may exercise any available remedies. HOM remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.

HOM may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. HOM shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by HOM and HOM verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by HOM.
- e. HOM may inspect the contract unit and premises at such times as HOM determines necessary, to ensure that the unit is in accordance with the HQS.
- f. HOM must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

- a. **Relation to lease term.** The term of the HAP contract begins on the first day of the initial term of the lease and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. **When HAP contract terminates.**
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) HOM may terminate program assistance for the family for any grounds authorized in accordance with program requirements. If HOM terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract automatically terminates 180 calendar days after the last housing assistance payment to the owner.
 - (5) HOM may terminate the HAP contract if HOM determines, in accordance with program requirements, that available program funding is not sufficient to support continued assistance for families in the program.
 - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
 - (7) HOM may terminate the HAP contract if HOM determines that the contract unit does not provide appropriate space in accordance with the HQS and/or program requirements because of a change in family size or composition.
 - (8) If the family breaks up, HOM may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit and remain eligible for the program.
 - (9) HOM may terminate the HAP contract if HOM determines that the unit does not meet all

requirements of the HQS or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by HOM in accordance with program requirements. The owner is required to provide information sufficient to meet this requirement.
- b. HOM must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, HOM must consider:
 - (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. HOM must redetermine the reasonable rent when required in accordance with program requirements. HOM may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give HOM any information requested by HOM on rents charged by the owner for other units in the premises or elsewhere.

7. HOM Payment to Owner

- a. **When paid**
 - (1) During the term of the HAP contract, HOM must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
 - (2) HOM must pay housing assistance payments promptly when due to the owner.
 - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, HOM, Inc. shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, HOM shall not be obligated to pay any late payment penalty if late payment by HOM is due to factors beyond HOM's control. Moreover, HOM shall not be obligated to pay any late payment penalty if housing assistance payments by HOM are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following HOM remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).
 - (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. HOM shall not

pay a housing assistance payment to the owner for any month after the month when the family moves out.

- b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. **Amount of HOM payment to owner**
 - (1) The amount of the monthly HOM housing assistance payment to the owner shall be determined by HOM in accordance with program requirements for a tenancy under the Permanent Supportive Housing program.
 - (2) The amount of the monthly HOM housing assistance payment is subject to change during the HAP contract term in accordance with program requirements. HOM must notify the family and the owner of any changes in the amount of the housing assistance payment.
 - (3) The housing assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.
- d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- e. **Limit of HOM responsibility.**
 - (1) HOM is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and program requirements for a tenancy under the Permanent Supportive Housing program.
 - (2) HOM shall not pay any portion of the rent to owner in excess of the housing assistance payment.
- f. **Overpayment to owner.** If HOM determines that the owner is not entitled to the housing assistance payment or any part of it, HOM, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Permanent Supportive Housing program HAP contract).

8. Security Deposits and Reimbursement for Unpaid Rent and Damages

- a. 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.
- b. The owner must give the tenant and HOM a full list of 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 party who paid the security deposit.
- c. If the security deposit is insufficient for the reimbursement, or if the owner did not collect a security deposit, the owner may claim reimbursement from HOM for an amount not to exceed the lessor of:
 - (1) The amount owed the owner; or
 - (2) Two month's rent to the owner
- d. Minus, in either case, the greater of the security deposit actually collected or the maximum amount permitted under the program. Any reimbursement under this section shall be applied first toward unpaid family rent and then to other amounts owed by the family. No reimbursement shall be claimed from HOM for unpaid rent for the period after the family moves from the contract unit.

- e. To make a claim under this section, the owner shall immediately notify HOM when the family has moved from the contract unit. HOM must inspect the unit to determine the extent of any damage. The owner shall submit to HOM, as soon as possible, not to exceed 30 days, written documentation supporting the claim for reimbursement, including evidence of actual costs of required repairs and evidence of billing to and nonpayment by the family.

9. Payment for Vacated Unit

- a. Housing assistance payments shall be made by HOM to the owner under this contract only for the period during which the contract unit is leased and occupied by the family during the term of the contract except as follows:
 - (1) If the family moves from the contract unit in violation of the lease, the owner shall receive the housing assistance payment due under the contract for so much of the month in which the family moves from the unit, as the unit remains vacant. If the unit continues to remain vacant, the owner shall receive from HOM a housing assistance payment in the amount of the total monthly rent to the owner for a vacancy period not exceeding one additional month, or the expiration of the lease, whichever comes first.
 - (2) If the owner collects any of the family's portion of rent for the additional month, HOM's payment shall be reduced to an amount which, when added to the family's payment does not exceed the total monthly rent to the owner. The owner shall reimburse HOM for any excess.
 - (3) If the owner evicts the family, the owner shall not be entitled to any payment under this section unless HOM determines that the owner complied with all the requirements of the contract and all applicable State and local laws.
 - (4) The owner shall not be entitled to any payment for the vacated unit to the extent that the owner is entitled to payment from other sources.
 - (5) To make a claim under this section, the owner shall submit to HOM, as soon as possible, not to exceed 30 days, written documentation supporting the claim for reimbursement.

10. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract) and is in accordance with the HAP contract and program requirements. The owner has provided the lease to HOM, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, HOM, ABC, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.

- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless HOM has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

11. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. 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 HAP contract.
- b. The owner must cooperate with HOM and its funding and contractor partners in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

12. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other HAP contract under the Permanent Supportive Housing program.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If HOM determines that a breach has occurred, HOM may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. HOM shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by HOM to the owner may require the owner to take corrective action, as verified or determined by HOM, by a deadline prescribed in the notice.
- c. HOM's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. HOM may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief, or order for damages.
- e. Even if the family continues to live in the contract unit, HOM may exercise any rights and remedies for owner breach of the HAP contract.
- f. HOM's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

13. HOM Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that HOM and/or its funding and contractor partners may reasonably require.
- b. HOM and/or its funding and contractor partners shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to HOM and its funding and/or contract partners.
- f. The conflict of interest prohibition under this section may be waived by HOM or its funding and/or contract partners for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or HOM under Part B.
- b. The tenant or HOM may enforce the tenancy addendum (Part C of the HAP contract) against the owner and may exercise any right or remedy against the owner under the tenancy addendum.
- c. HOM does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of HOM and the HAP contract does not create or affect any relationship between HOM and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

15. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of HOM or its funding and/or contract partners;
 - (2) Any employee of HOM or its funding and/or contract partners or any contractor, sub-contractor or agent of HOM or its funding and/or contract partners who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

16. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written notification to HOM.
- b. If the owner requests HOM consent to assign the HAP contract to a new owner, the owner shall supply any information as required by HOM pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD or HOM's funding and/or contract partners have prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HOM has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. HOM may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
 - (1) Has violated obligations under a housing assistance payments contract under the Permanent Supportive Housing program;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Permanent Supportive Housing programs;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any HOM assisted housing program for activity engaged in by the tenant, any member of the household, a guest, or another person under the control of any member of the household that:

- (a) Threatens the right to peaceful enjoyment of the premises by other residents;
- (b) Threatens the health or safety of other residents, of employees of HOM, or of owner employees or other persons engaged in management of the housing;
- (c) 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; or
- (d) Is drug-related criminal activity or violent criminal activity;
- (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
- (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing and in a form acceptable to HOM. The new owner must give HOM a copy of the executed agreement.

17. Transfer of the HAP Contract

This contract is subject to the terms and conditions of the contract between HOM and its funding and/or contract partners. Pursuant to those contracts, HOM’s funding and/or contract partners may, at their sole discretion, request HOM to assign its rights, duties, and responsibilities under this contract to another contractor of their choice, which shall act in the place and stead of HOM as to the program and as to this contract. HOM and owner agree to such an assignment. Written notice of any such assignment will be provided to the owner and the family.

18. Foreclosure

In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and HOM for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants.

19. Written Notices.

Any notice by HOM or the owner in connection with this contract must be in writing.

20. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and HOM.
- b. The HAP contract shall be interpreted and implemented in accordance with the Permanent Supportive Housing program requirements, which may include statutory, regulatory, and administrative requirements and guidance from HOM’s funding and/or contract partners.
- c. To the extent any matter is not addressed in the administrative policies of HOM or its funding and/or contract partners, the appropriate provisions of the U.S. Department of Housing and Urban Development shall control.
- d. The family and the owner may review copies of the administrative policies of HOM and its funding and/or contract partners at the main offices of HOM during normal business hours.

21. Warranty of Legal Capacity and Condition of Unit

- a. The owner warrants that the owner has the legal right to lease the contract unit during the HAP contract term.
- b. The party, if any, executing the HAP contract on behalf of the owner hereby warrants that authorization has been given by the owner to execute it on behalf of the owner.

SAMPLE

**Housing Assistance Payments Contract
(HAP Contract)
Permanent Supportive Housing (PSH) Programs
Tenant-Based Rental Assistance**



Part C of HAP Contract: Tenancy Addendum

1. Permanent Supportive Housing 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 Permanent Supportive Housing program.
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with HOM, Inc. (HOM) under the Permanent Supportive Housing program. Under the HAP contract, HOM 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 HOM 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 Permanent Supportive Housing program.
- b. The composition of the household must be approved by HOM. The family must promptly inform HOM 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 HOM.
- c. The contract unit may only be used for residence by HOM-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 HOM in accordance with program 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 HOM in accordance with program 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 HOM housing assistance payment.
- b. Each month, HOM 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 HOM in accordance with program requirements for a tenancy under the Permanent Supportive Housing 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 HOM housing assistance payment under the HAP contract between the owner and HOM. A HOM 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 HOM 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 program 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
 - (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 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 initial lease term, 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).
 - (d) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (4) 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 the 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 of additional protections for tenants.

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:** HOM 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 HOM 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 HOM 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 HOM 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 HOM's emergency transfer plan. 24 CFR 5.2005(e). HOM's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that HOM 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, HOM 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, HOM 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

- (1) 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.

- (2) The owner must give HOM, Inc. a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) 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 other than the tenant rent portion equals the contract rent, the lease terminates automatically.

13. HOM Termination of Assistance

HOM may terminate program assistance for the family for any grounds authorized in accordance with program requirements. If HOM terminates program assistance for the family, the lease terminates automatically unless the assistance was terminated due to the tenant rent portion equals the contract rent.

14. Family Move Out

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

15. Security Deposit

- a. The owner may collect a security deposit for the dwelling unit. Either the tenant or HOM will pay the security deposit for the dwelling unit.
- 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 and HOM 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 party who paid the security deposit.

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.

17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HOM as a condition for assistance to the tenant and tenant's family under the Permanent Supportive Housing program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HOM, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HOM-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 changes in the lease, such changes must be in writing, and the owner must immediately give HOM a copy of such changes. The lease, including any such 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 HOM 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. HOM 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 HOM of any changes in the amount of the rent to owner at least 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 HOM in accordance with program requirements.

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 HOM housing assistance payment to the owner.

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

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

Program requirements. Requirements for the Permanent Supportive Housing program. Program requirements are provided in the HOM and its contract or funding partners' Operations Manual, Administrative Plans, or other policy documents.

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 HOM and the owner. HOM 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 HOM-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 Permanent Supportive Housing program.

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

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 HOM.

HOM. HOM, Inc.

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

Program. The Permanent Supportive Housing program.