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### **Disclaimer**

OHFA's HOME/NHTF lease addendum may be used at projects with Section 8 assistance when the HUD model lease is required.

If any provision of this addendum conflicts with an applicable HUD model lease or program policy directive related to the project's receipt of rent subsidies, the model lease or program policy directive shall control unless waived by HUD in writing.

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### **Lease Term**

Leases cannot be executed for less than one year unless the owner/management agent and tenant mutually agree to a shorter period, but never for a period of less than 30 days. If the tenant has agreed to a lesser term that agreement must be documented in the tenant file.

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### **Disclosure of Household Income and Composition**

#### **Tenant Income Certification:**

- ▶ On an annual basis, tenant shall certify the household's income and composition by signing a Tenant Income Certification as provided by owner/management agent.
- ▶ Tenant shall provide third party income and asset verification as necessary and reasonably requested by owner/owner agent.

Owner/Management agent may terminate the lease or refuse to renew the lease of a household for failure to supply the items listed in the above two bullet points, within thirty (30) days of the request.

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### **Disclosure of Required Lease Terms**

- ▶ Rent Amount: This lease must specify the initial allowable HOME/NHTF rent amount.
  - ▶ Rent Adjustment: This lease must clearly state that the Owner/management agent reserves the right to adjust tenant rents, based on changes in the HOME/NHTF rent limits, or in the event a tenant's income increases above the low-income or very low-income limits, for the type of unit the tenant occupies (High HOME, Low HOME or NHTF).
  - ▶ Lead Warning: This lease must include a Lead Warning Statement for projects built prior to 1978.
  - ▶ Inspection of Unit: This lease must clearly state that the owner retains the right to inspect, and to permit the OHFA and HUD to inspect, HOME-assisted units during the affordability period. The tenant must be given at least a 24 hour notice for inspections according to Ohio Revised Code 5321.04(8).
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### **Disclosure of Prohibited Lease Terms**

- ▶ Agreement to be sued: This lease cannot contain a tenant agreement to be sued, admit guilt, or accept a judgment in favor of the project owner in a lawsuit brought in connection with the lease
- ▶ Treatment of property: This lease cannot contain a tenant agreement that the project 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 disposition of personal property remaining in the housing unit after the tenant has moved out. The project owner may dispose of this personal property in accordance with state law.
- ▶ Excusing the project owner from responsibility: This lease cannot contain tenant agreement not to hold the project owner or the project owner's agents legally responsible for actions or failure to act, whether intentional or negligent.
- ▶ Waiver of notice: This lease cannot contain a tenant agreement that the project owner may institute a lawsuit without notice to the tenant.
- ▶ Waiver of legal proceedings: This lease cannot contain a tenant agreement that the project owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- ▶ Waiver of jury trial: This lease cannot contain a tenant agreement to waive any right to a jury trial.
- ▶ Waiver of right to appeal court decision: This lease cannot contain a tenant agreement to waive right to appeal or to otherwise challenge in court a decision in connection with the lease.



- ▶ Tenant chargeable with cost of legal actions regardless of outcome: This lease cannot contain a tenant agreement to pay attorney fees or other legal costs even if the tenant wins a court proceeding by the project owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- ▶ Mandatory supportive services: Owner/Management agent cannot require a tenant to accept supportive services with an exception for tenants of transitional housing.

In addition, owner/management agent may not terminate tenancy or refuse to renew the lease except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. An increase in tenant income is not considered good cause, and an owner/manager cannot terminate or refuse to renew a lease because a tenant is over-income. Any termination or refusal to renew must be preceded by the owner/management agent's service upon the household of a written notice specifying the grounds for the action; this must be at least thirty (30) days in advance of such action for HOME units.

NHTF unit owner/management agents must provide a specific period for vacating that is consistent with State or local law.

If any provision in the lease or any other addendum thereto conflicts with any provision in this Lease Addendum, the provisions of this Lease Addendum shall control. Owner/Management agent and the tenant(s) have reviewed the above information and agree to the terms of this Lease Addendum and hereby acknowledge the receipt of a signed and dated copy hereof.

I/we also certify that I/we have received/read/understand the basic requirements of the Uniform Relocation Act (URA) as outlined in the (circle all applicable):

**“General Information Notice”** and/or **“Move-in Notice”**

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

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

\_\_\_\_\_  
Owner/Management Agent Date