



HOME Lease Attachment – Janken Housing Solutions

This Lease Attachment is attached to, and incorporated in, the Lease (“Lease”) between the undersigned Landlord and the undersigned Tenant for the purpose of modifying certain terms and conditions of the Lease. The parties to this Attachment agree that, if any provisions of the Lease and this Attachment are inconsistent, the terms in this Attachment shall govern.

The Lease must be for a period of not less than 1 year, unless, by mutual agreement between the Tenant and the Owner/Landlord, a shorter period is specified.

Program Compliance: The property is operated in accordance the HOME Federal HUD Regulations 24 CFR 92.253(b) Tenant’s rights under the Lease shall be subject to the Program, and Tenant agrees to cooperate with all requirements of the Program and Landlord’s compliance with the Program. If Tenant violates the terms of this Attachment, Tenant’s occupancy violates the Program, or Tenant’s occupancy is otherwise detrimental to Landlord’s compliance with the Program, such events shall be a material breach of the Lease, and Tenant agrees that the Lease and Tenant’s tenancy may be terminated upon thirty days written notice.

Household Income Certification: Tenant will immediately notify Landlord in writing of a change in student status. Tenant agrees to complete and execute a Tenant Income Certification form, and such other forms as Landlord may request from time to time. Upon request by Landlord, and not less than annually, Tenant shall recertify Tenant’s household income, assets, and student status to Landlord or any agency in a manner satisfactory to Landlord and shall complete any and all other certifications and supply further documentation with respect to income, assets, student status, and occupancy of the premises as may be reasonably requested by Landlord. Failure to provide accurate and complete information requested by Landlord within 20 calendar days of request will constitute a material breach of this Lease, and the Lease and Tenant’s tenancy may be terminated upon thirty days notice.

Prohibited lease terms: the Lease may not contain any of the following provisions:

- (1) *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;
- (2) *Treatment of 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 remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- (3) *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner’s agents legally responsible for any action or failure to act, whether intentional or negligent;
- (4) *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- (5) *Waiver of legal proceedings.* Agreement by the tenant that the 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;
- (6) *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
- (7) *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant’s right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
- (8) *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney’s fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and
- (9) *Mandatory supportive services.* Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

Rent Increases: Rent increases for occupied units are limited to once annually. Rents may not be increased until the anniversary of the initial lease or the last rent increase, whichever is later. However, Owners may increase contract rents in accordance with the respective project-based rental assistance contract. Units assisted with Housing Support and Assisted Living properties that utilize the DHS Room and Board Rate for the Housing Support program to determine client obligation of rent and services may increase rent during a resident’s first lease period to align rent adjustments with the July 1 annual update to the DHS Room and Board Rate. This is limited to units occupied by households receiving the benefit of Housing Support from the Department of Human Services, from the Elderly Waiver or CADI Waiver programs, or households who are taking the required spend-down steps to qualify for such programs. This limit applies regardless of any language in the lease that would allow rents to increase more than once annually.

Termination of tenancy: An owner may not terminate the 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. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

IN WITNESS THEREOF, the undersigned have duly executed this Attachment and have received a copy of it.

TENANT

Signature _____

Signature _____

Signature _____

Signature _____

LANDLORD: _____

Date: _____