

HOUSING CHOICE RENTAL ASSISTANCE LEASE ADDENDUM ("LEASE ADDENDUM")

HCRA UNIT ADDRESS:

<UNIT ADDRESS>

OWNER OF HCRA UNIT

<PROPERTY OWNER OR VENDOR NAME>

HOUSING CHOICE TENANT ("HEAD OF HOUSEHOLD"):

<PARTICIPANT NAME>

1. LEASE ADDENDUM

Owner has entered into a Housing Choice Rental Assistance Agreement ("HCRA Agreement") with The Housing Authority of the City of Atlanta, Georgia ("AHA") whereby AHA has agreed to provide HCRA Payments to Owner on behalf of the Eligible Household occupying the HCRA Unit. Owner and Head of Household are required to execute this Lease Addendum for the HCRA Unit. Owner and Head of Household acknowledge and agree that this Lease Addendum is hereby made a part of the Lease and is enforceable by Owner and Head of Household and, with respect to Owner's and Eligible Household's obligations to comply with the Applicable HCRA Requirements and Voucher family obligations, Owner and Head of Household further acknowledge that AHA is a third-party beneficiary of the Lease and is authorized under this Lease Addendum to enforce the terms, conditions and provisions of the Lease Addendum, including the Applicable HCRA Requirements and Voucher family obligations. Owner and Head of Household acknowledge and agree that, except for this Lease Addendum, AHA does not review the Lease between Owner and Head of Household and makes no warranties as to accuracy of the terms and conditions of the Lease. **OWNER AND HEAD OF HOUSEHOLD UNDERSTAND THAT THIS LEASE ADDENDUM MAY NOT BE MODIFIED OR AMENDED, EXCEPT AS SET FORTH HEREIN, OR AS AGREED TO IN WRITING BY AHA.**

2. MEANING OF MOVING TO WORK DEMONSTRATION PROGRAM ("MTW Agreement")

Owner and Eligible Household acknowledge that AHA and HUD are parties to the MTW Agreement. To the extent the statutory and regulatory relief provided under the MTW Agreement is inconsistent with any provisions of this Lease Addendum; the statutory and regulatory relief contemplated in the MTW Agreement shall supersede the provisions of this Lease Addendum.

3. DEFINITIONS

a. "Criminal Activities or Status" shall mean any criminal activity identified in the Applicable HCRA Requirements engaged in by a member of the Eligible Household or by any guest of or person under the control of the Eligible Household, or any Eligible Household member's status as a person prohibited from Program assistance eligibility related to criminal activity.

b. "Voucher" shall mean the Housing Choice Voucher issued by AHA to an eligible individual or family authorizing

them to locate a rental unit in the private rental market acceptable to AHA in accordance with the Housing Choice Voucher Program ("Program") requirements for the payment of rental assistance. The Voucher specifies, in part, the size of the unit (according to the number bedrooms) the individual or family is authorized to lease under the Program and sets forth the obligations required of the individual or family for receiving and maintaining ongoing rental assistance.

c. "Rent to Owner" shall mean the remaining balance of the Rent, after subtracting the HCRA Payment from the Rent which is payable by the Eligible Household to the Owner in accordance with the Lease.

All other capitalized terms used but not defined in this Lease Addendum shall have their respective meaning as set forth in the HCRA Agreement

4. USE OF THE HCRA UNIT

a. During the Lease term, the Eligible Household must reside in the HCRA Unit in accordance with the Voucher.

b. The Owner and the Eligible Household must notify AHA within seven (7) days of any change in the composition of the Eligible Household, including any birth, adoption or court-awarded custody of a child. New Eligible Household members shall not be added to the Lease Addendum without the prior written approval of Owner and AHA.

c. Except as set forth herein, the HCRA Unit shall only be used for residence by the Eligible Household. The HCRA Unit must be the Eligible Household's only residence. Notwithstanding the foregoing, the Eligible Household may engage in legal business activities in the HCRA Unit so long as such activities are incidental to its primary use as the sole residence of the Eligible Household with the prior written approval of Owner. Such business activities must meet local codes, licensing and zoning requirements and any other applicable legal requirements.

d. The Head of Household shall not sublease or let the HCRA Unit, and the Head of Household shall not assign the Lease or transfer any of its rights under the Lease.

5. RENT

a. The monthly Rent required to be paid by the Eligible Household may not exceed the amount approved by AHA and entered on Exhibit A, which equals the monthly Rent to Owner plus the monthly HCRA Payment.

b. Changes in the Rent shall be determined by the provisions set forth in the HCRA Agreement.

c. During the term of the Lease (including any extension in the term of the Lease), the Rent for the HCRA Unit shall at no time exceed the reasonable rent for the HCRA Unit as most recently determined or redetermined by AHA in accordance with the Applicable HCRA Requirements, nor shall the Rent charged by Owner for the HCRA Unit be higher than other comparable unassisted units leased by Owner.

6. ELIGIBLE HOUSEHOLD PAYMENT TO OWNER

- a. The Eligible Household is responsible for paying the Rent to Owner approved by AHA and entered on Exhibit A.
- b. Each month, AHA will make a HCRA Payment to Owner on behalf of the Eligible Household in accordance with the HCRA Agreement. The amount of the monthly HCRA Payment will be determined by AHA in accordance with the Applicable HCRA Requirements.
- c. The monthly HCRA Payment shall be credited against the monthly Rent for the HCRA Unit.
- d. The Eligible Household is not responsible for paying the portion of Rent covered by the HCRA Payment under the HCRA Agreement between Owner and AHA. Any failure of AHA to make HCRA Payments to Owner is not a violation of the Lease, and Owner may not terminate the Lease for nonpayment of HCRA Payments by AHA.
- e. The Owner may not charge or accept, from the Eligible Household any payment for the HCRA Unit which exceeds the Rent to Owner. Notwithstanding the foregoing, Owner may charge and collect from the Eligible Household reasonable maintenance charges for the cost of repairs for damages to the HCRA Unit beyond normal wear and tear.
- f. Owner and Head of Household acknowledge and agree that Rent includes the utilities and appliances to be provided and paid by Owner in accordance with Exhibit A of this Lease Addendum.
- g. Owner must immediately return any excess payments made by the Eligible Household which exceeds the monthly Rent to Owner.
- h. AHA will notify Owner and Head of Household in writing of any change in the Rent to Owner. Such written notification shall replace the amount of the Rent to Owner entered on Exhibit A and shall be effective as of the date entered on the written notification.

7. OTHER FEES AND CHARGES

Owner may not charge the Eligible Household additional amounts for items customarily included as part of rent in the locality, or provided at no additional cost to unsubsidized tenants at the Premises.

8. MAINTENANCE, UTILITIES AND APPLIANCES

- a. Owner must maintain the HCRA Unit and Premises in accordance with the AHA Enhanced Inspections Standards.
- b. Any physical improvements of the HCRA Unit by the Eligible Household must be approved in advance in writing by Owner. Owner reserves the right to require Eligible Household to return the HCRA Unit to its original condition at such time as Eligible Household vacates the HCRA Unit.

c. The Eligible Household is responsible for any violation of the AHA Enhanced Inspections Standards caused by the Eligible Household relating to:

(1) Utilities that are to be paid by the Eligible Household.

(2) The condition of any appliances that are provided by the Eligible Household.

(3) Damages beyond normal wear and tear caused by any member of the Eligible Household or the Eligible Household's guests.

d. Owner is responsible for supplying and maintaining any utility and appliance, including trash collection, for which Owner is responsible as set forth in Exhibit A.

9. TERMINATION OF LEASE AND EVICTION

a. The Owner or Head of Household, as set forth in subsection (b), may terminate the Lease only in accordance with this Lease Addendum. All Lease terminations shall be in writing and provided to the Owner or Head of Household, as applicable, and copies of such terminations shall be promptly provided to AHA. Owner or Head of Household may terminate the Lease for the following reasons:

(1) Serious or repeated violations of the Lease;

(2) Violation of Federal, State, or local law that imposes obligations on the Eligible Household in connection with the occupancy or use of the HCRA Unit and the Premises;

(3) Criminal Activities or Status; or

(4) Good Cause (as defined in subsection b).

b. The following activities or reasons constitute "Good Cause."

- (1) Disturbance of neighbors;
- (2) Destruction of the Premises; including any personal property belonging to Owner on the Premises;
- (3) Living or housekeeping habits which may be reasonably expected to result in damage to the HCRA Unit or the Premises;
- (4) The Head of Household's failure to accept Owner's offer of a new Lease or revision to the Lease;
- (5) The Owner's desire to use the HCRA Unit for personal use or for a purpose other than use as a residential rental unit;
- (6) A business or economic reason for termination of the Lease by the Owner (such as sale of the property, renovation of the HCRA Unit, Owner's desire to rent the HCRA Unit for a higher amount); or
- (7) The inability or failure of Owner to fulfill reasonable accommodation requests by the Eligible Household due to constraints relating to cost feasibility and/or structural limitations in the HCRA Unit.

Notwithstanding the foregoing, the reasons set forth in subsections (c)(4) through (c)(6) shall not constitute Good Cause, sufficient to terminate the Lease during the initial term of the Lease, but may constitute Good Cause during any extension of the initial Lease term.

d. So long as the Protecting Tenants at Foreclosure Act of 2009 or any successor law with a similar purpose is in effect, the foreclosure of the HCRA Unit or the Premises in which the HCRA Unit is located and the acquisition of the HCRA Unit or the applicable Premises by a successor-in-interest ("New Owner") shall not constitute Good Cause sufficient to terminate the Lease, unless (i) the New Owner intends to occupy the HCRA Unit as a primary residence and (ii) the New Owner has provided the Eligible Household with the greater of (i) 90 days notice or such notice period as may be required under State or local law to vacate the HCRA Unit. The New Owner must provide documentation satisfactory to AHA of his or her intent to reside in the HCRA Unit as a primary residence and must also provide sufficient documentation of notice given to the Eligible Household.

e. The following provisions shall apply in the event that AHA determines that there is sufficient evidence that a member of the Eligible Household is a victim of actual or threatened domestic violence, dating violence or stalking or similar behavior (collectively, "Domestic Violence").

(1) Reports of incidents of Domestic Violence at an HCRA Unit or on the Premises shall not constitute Good Cause for purposes of terminating the Lease if a member of the Eligible Household is determined to be a victim of such Domestic Violence.

(2) Criminal activity in response to Domestic Violence engaged in by a member of the Eligible Household shall not be sufficient cause to terminate the Lease, if the member is a victim of Domestic Violence.

(3) Notwithstanding anything in this section to the contrary, Owner may remove a household member from a Lease, without regard to whether the Eligible Household member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, or AHA may terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against Eligible Household members 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, as applicable, for the termination of Leases or assistance under the Program.

(4) Nothing in this section may be construed to limit the authority of AHA, Owner, or Manager, as applicable, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect a member of the Eligible Household who is determined to be a victim of Domestic Violence or issued to address the distribution or possession of property among the Eligible Household members in cases where the Eligible Household is separated.

(5) Nothing in this section limits the authority of an Owner or Manager to evict or AHA to terminate assistance to the Eligible Household for any violation of the Lease which is not premised on an act of Domestic Violence against a member of the Eligible Household.

(6) Nothing in this section may be construed to limit the authority of an Owner or Manager to evict, or AHA to terminate assistance, to the Eligible Household if Owner, Manager, or AHA can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the Premises if the Eligible Household 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.

f. The Owner may only evict the Eligible Household by a court action. Prior to eviction, the Owner must provide the Eligible Household with notice of Owner's intent to terminate the Lease and specify the reasons therefor at or before the beginning of a court action to evict the Eligible Household. The notice of intent to terminate the Lease may be included in or combined with any Owner eviction notice.

g. The Owner must give AHA a copy of any Owner eviction notice at the same time Owner notifies the Eligible Household.

10. TERMINATION OF HCRA AGREEMENT

If the HCRA Agreement is terminated for any reason, the Lease shall terminate upon the effective date of the termination of the HCRA Agreement, with no further action required by AHA, the Owner and the Head of Household.

11. TERMINATION OF VOUCHER ASSISTANCE

AHA may terminate Program assistance for the Eligible Household for any grounds authorized in accordance with the Applicable HCRA Requirements. If AHA terminates Program assistance for the Eligible Household, the Lease shall terminate upon the effective date of the termination by AHA of Program assistance, with no further action required by AHA, the Owner and the Head of Household.

12. ELIGIBLE HOUSEHOLD MOVE OUT

The Eligible Household must notify AHA in writing thirty days before the Eligible Household moves out of the HCRA Unit and must notify Owner pursuant to the terms of the Lease. If the Eligible Household moves out of the unit without notifying Owner, Owner must notify AHA in writing within 48 hours after determining that the Eligible Household has moved out of the HCRA Unit.

13. SECURITY DEPOSIT

- a. Owner may collect a security deposit from the Eligible Household. Owner is prohibited from collecting a security deposit in excess of private market practice, or in excess of amounts charged by Owner to unassisted tenants.
- b. When the Eligible Household moves out of the HCRA Unit, 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 Eligible Household, any damages to the HCRA Unit or any other amounts that the Eligible Household owes under the Lease.
- c. Owner must give the Eligible Household 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 Owner, Owner must refund the full amount of the unused balance of the security deposit to the Eligible Household pursuant to State law.
- d. If the security deposit is not sufficient to cover amounts the Eligible Household owes under the Lease, Owner may collect the balance from the Eligible Household.

14. NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

In addition to the Applicable HCRA Requirements, Owner will comply with all applicable requirements of the following, as the same may be amended from time to time:

- a. The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107; and the fair housing poster regulations, 24 CFR Part 110, and advertising guidelines, 24 CFR Part 109;
- b. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to non-discrimination in housing, 24 CFR Part 1;
- c. Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146; and
- d. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8, including the Uniform Federal Accessibility Standards, 24 CFR Part 40, App. A; Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., and regulations issued thereunder, 28 CFR Parts 35 and 36; the Architectural Barriers Act of 1968, 42 U.S.C. 4151-4157; and Section 109 of the Housing Community Development Act of 1974

(Section 109), 42 U.S.C. 5301 *et seq.*, and regulations issued thereunder, 24 CFR 570.601 and 570.602.

15. CONFLICT WITH OTHER PROVISIONS OF LEASE

- a. The terms of the Lease Addendum are prescribed by AHA in accordance with the HCRA Requirements as a condition for Federal assistance to the Eligible Household under the Program.
- b. In case of any conflict between the provisions of the Lease Addendum and any other provisions of the Lease or any other agreement between Owner and the Eligible Household, the provisions of this Lease Addendum shall control.

16. CHANGES IN LEASE OR RENT

a. As set forth herein, the Eligible Household and Owner may not make any change in this Lease Addendum without the prior written consent of AHA. However, if the Eligible Household and Owner agree to any revisions to the Lease which do not alter the terms, conditions and provisions of this Lease Addendum, such changes must be in writing, and Owner must advise AHA that the Lease has been revised. The Lease, including any revisions, must comply with the requirements of this Lease Addendum and the HCRA Agreement.

b. **In** the following cases, Program assistance shall not be continued unless AHA has approved a new tenancy in accordance with Applicable HCRA Requirements and has executed a new HCRA Agreement with Owner and Owner has executed a new Lease Addendum with the Eligible Household:

- (1) If there are any changes in Lease requirements governing Eligible Household or Owner responsibilities for utilities or appliances;
- (2) If there are any changes in Lease provisions governing the term of the Lease; or
- (3) If the Eligible Household moves to a new unit in the same building or elsewhere on the Premises.

c. AHA must notify Owner and Eligible Household of any changes in the amount of the Rent to Owner before any such changes go into effect.

17. NOTICES

Any notice under the Lease or this Lease Addendum by the Eligible Household to Owner or by Owner to the Eligible Household must be in writing and sent to the Owner or Eligible Household to the notice addresses set forth herein, with a copy to AHA.

Signatures are on the following page

SAMPLE

IN WITNESS WHEREOF, the parties have executed this Lease Addendum effective as of the Lease Effective Date on Exhibit A.

NAME: **<PROPERTY OWNER OR VENDOR NAME>**
BY:
ITS:
OWNER'S NOTICE ADDRESS:

NAME OF HEAD OF HOUSEHOLD: **<PARTICIPANT NAME>**
SIGNATURE OF HEAD OF HOUSEHOLD :

Copies of the executed Lease Addendum and Lease must be provided to AHA at the following address:
THE HOUSING AUTHORITY OF THE CITY OF ATLANTA,
GEORGIA
Attention: Housing Assistance Payments Contracting
230 John Wesley Dobbs Avenue, N.E.
Atlanta, Georgia 30303
Facsimile: 404-279-4754
Email: hccontracts@atlantahousing.org

EXHIBIT A

BY OWNER:

NAME: <PROPERTY OWNER OR VENDOR NAME>

BY:

ITS:

OWNER'S NOTICE ADDRESS:

HCRA UNIT LEASE TERMS AND CONDITIONS

HCRA UNIT INFORMATION:

ELIGIBLE HOUSEHOLD MEMBERS AUTHORIZED TO RESIDE IN THE HCRA UNIT:

<HEAD OF HOUSEHOLD>

<HOUSEHOLD MEMBERS>

BY OWNER:

NAME: <PROPERTY OWNER OR VENDOR NAME>

BY:

UTILITIES AND APPLIANCES

Responsible for Payment

Utility or Appliance	Natural Gas	Electric	Heat Pump	Oil or Bottle Gas	Owner	Eligible Household
Heating	<>	<>	<>	<>	<>	<>
Cooking	<>	<>			<>	<>
Other Electric		<>			<>	<>
Air Conditioning	<>	<>			<>	<>
Water Heating	<>	<>			<>	<>
Water					<>	<>
Sewer					<>	<>
Range/Microwave					<>	<>
Refrigerator					<>	<>