

**NYS Community Block Grant Program
(CDBG) PROGRAM
LEASE ADDENDUM**

This agreement between _____ (Tenant), and _____ (Owner) of the NYS CDBG Program assisted rental project known as _____ with Tenant unit address: _____ is hereby attached and made part of the Owner's Lease/Rental Agreement commencing on _____

- A. Lease with the Owner.** There must be a written lease between the tenant and the owner of rental housing assisted with CDBG funds that is for a period of not less than one year, unless by mutual agreement between the tenant and the owner, a shorter period is specified.

The tenant has been offered a one-year lease term and has elected a: (must check one box)

One-year lease Six-month lease Other agreed upon term: _____

- B.** The lease with the owner must incorporate NYS HCR FEHO "Violence Against Women Act" (VAWA) Lease addendum and required notices and template forms as applicable.

- C. 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.

(9) **Mandatory supportive services.** Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

D. Termination of Tenancy. The owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with CDBG funds, 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. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing. 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.

E. Tenant Reporting. The tenant is required to provide timely and accurate information to the owner to determine tenant eligibility at move-in and at annual recertification. A failure to provide such certification, verifications, and information in a timely manner, as reasonably requested by the owner, or any falsification or willful misrepresentation thereof, shall be deemed a material non-compliance with the lease.

F. Over Income Households. The parties to this Lease Addendum agree that the following rent restrictions apply for over income households: if the household income exceeds 80% of Area Median Income (AMI) as published by HUD while residing in a CDBG assisted unit, the rents will no longer be based on 80% of Area Median Income rent limits, instead, upon the next annual recertification, the resident will be required to pay 30% of their adjusted income for rent.

G. Maintenance of the Unit and Inspections. The owner agrees to maintain the rental unit in good condition and must annually certify to NYS Homes and Community Renewal's Statewide Asset Management Unit (SAMU) that the unit is suitable for occupancy and meets Local Code requirements. SAMU will perform an on-site inspection in the first year after project completion and at least once every three years thereafter.

The signatures below certify that the offer of a lease term as identified in Item A above has been extended by the owner and if any other leaseterms are available, they have been disclosed at time of the initial lease agreement. The owner and tenant agree that the rental lease term has been agreed upon and accepted by both parties.

Tenant

Date

Tenant

Date

Owner/Agent

Date