

## **Program Lease Addendum**

### **1. Program**

**A.** The owner is leasing the unit to the tenant for occupancy by the tenant's family (and any approved live-in aide, if applicable) with rental assistance under the Program of the Maine State Housing Authority (MaineHousing).

**B.** The owner has entered into a rental assistance payment contract (PROGRAM Contract) with MaineHousing under the Program. Under the Program Contract, MaineHousing will make rental assistance payments to the owner to assist the tenant in leasing the unit from the owner.

### **2. Lease**

**A.** The owner has given MaineHousing a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the Program Contract and that the lease includes this Lease Addendum.

**B.** The tenant shall have the right to enforce this Lease Addendum against the owner. If there is any conflict between the Lease Addendum and any other provisions of the lease, the language of the Lease Addendum shall control.

### **3. Use of Unit**

**A.** During the lease term, the tenant family will reside in the unit with rental assistance under the Program.

**B.** The composition of the tenant household must be approved by MaineHousing. The family must inform MaineHousing of the birth, adoption or court-awarded custody of a child within 14 days of the event.

MaineHousing must approve the addition of a live-in aide to the tenant's household in advance. Other persons may not be added to the tenant's household without prior written approval of the owner and MaineHousing.

**C.** The unit may only be used for residence by the MaineHousing-approved household members. The unit must be the tenant family's only residence.

**D.** The tenant may not assign the lease or sublet or otherwise transfer the unit.

### **4. Rent to Owner**

**A.** The rent to the owner may not exceed the amount approved by MaineHousing in accordance with the Program.

**B.** Changes in the rent to the owner shall be determined by the provisions of the lease and the Program. However, the owner may not raise the rent during the initial term of the lease. The owner must give the tenant and MaineHousing at least 60 days advance written notice of any rent increase intended to become effective after the initial term of the lease, including but not limited to the period of any month-to-month tenancy. No rent increase will take effect unless MaineHousing has given its advance written approval of the change.

**C.** During the term of the lease (including the initial term of the lease and any extension term), the rent to the owner may not at any time exceed the reasonable rent for the unit as most recently determined or redetermined by MaineHousing in accordance with Program requirements or rent charged by the owner for comparable unassisted units in the premises.

### **5. Tenant Family Payment to Owner**

**A.** The tenant family is responsible for paying the owner any portion of the rent that is not covered by the rental assistance payment paid to the owner by MaineHousing.

**B.** Each month, MaineHousing will make a rental assistance payment to the owner on behalf of the tenant family in accordance with the PROGRAM Contract. The amount of the rental assistance payment will be determined by MaineHousing in accordance with Program requirements.

**C.** The monthly rental assistance payment shall be credited against the monthly rent for the unit.

**D.** The tenant is not responsible at any time for paying the portion of rent to the owner covered by the MaineHousing rental assistance payment under the PROGRAM Contract between the owner and MaineHousing. Any failure by MaineHousing to pay the rental assistance payment to the owner is not a violation of the lease by the tenant. The owner may not terminate the tenancy or the lease for nonpayment by MaineHousing of the rental assistance payment.

**E.** The owner may not charge or accept, from the tenant family or from any other source, any payment for rental of the unit in addition to the rent. Rent includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**F.** The owner must immediately return any excess tenant rent payment to the tenant.

### **6. Maintenance, Utilities, and Other Services**

#### **A. Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS and MaineHousing standards.

(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 and MaineHousing standards.

(2) The owner is not responsible for a breach of the HQS or MaineHousing standards 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 or MaineHousing standards because of damages beyond normal wear and tear caused by any member of the tenant household or by a guest of tenant.

### **D. Housing services**

The owner must provide all housing services as agreed to in the lease.

## **7. 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, including but not limited to any month-to-month tenancy), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of federal, Maine, 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 described in paragraph C) or
- (4) Other good cause (as described 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 tenant household or a guest engages in any of the following types of activity:

- (a) Any criminal activity or alcohol abuse 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. "Violent criminal activity" means any criminal activity in which there is the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonably likely to cause serious bodily injury or property damage.
- (d) Any drug-related criminal activity on or near the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

(2) 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 engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

### **D. Other good cause for termination of tenancy**

Other good cause for termination of the tenancy must be something the tenant family did or failed to do in violation of the lease. Other good cause includes:

- (1) Disturbance of neighbors,
- (2) Destruction of property, or
- (3) Living or housekeeping habits that cause damage to the unit or premises.

### **E. Eviction by court action**

The owner may only evict the tenant by a court action and must comply in all respects with the requirements of Maine law governing eviction, including notices.

### **F. 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 the tenancy. The notice may be included in or combined with any owner eviction notice. The owner must also comply with any other notice requirements of Maine law governing evictions.
- (2) The owner must give MaineHousing 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 Maine law.

### **8. Lease: Relation to Program Contract**

If the lease terminates for any reason, the Program Contract terminates automatically.

### **9. MaineHousing Termination of Assistance**

MaineHousing may terminate rental assistance for the tenant family for any grounds authorized under the Program. If MaineHousing terminates rental assistance for the tenant family, the PROGRAM Contract will terminate automatically and the PROGRAM Lease Addendum will become null and void.

### **10. Family Move Out**

The family must give MaineHousing and the owner no less than a 30-day written notice before the family moves out of the unit.

### **11. Security Deposit**

**A.** The owner may collect a security deposit from the tenant. The amount of the security deposit, if any, must be stated in the lease and may not exceed the equivalent of one month of rent. The owner may charge an additional reasonable amount to the family as a pet deposit if owner and family agree to allow a pet in the unit. MaineHousing shall have no responsibility for the pet deposit.

**B.** When the family moves out of the unit, the owner shall return the full amount of the security deposit to the tenant within 30 days. If there are grounds for retaining all or part of the security deposit, the owner shall, within 30 days, give the tenant a written list of all items charged against the security deposit, and the amount of each item. If the owner intends to retain only a portion of the security

deposit, the owner shall return the remaining portion of the security deposit to the tenant at the same time the owner sends the list of items being charged against the security deposit. Reasons for which the owner may retain all or part of the security deposit include unpaid rent payable by the tenant and damage to the unit caused by a member of tenant's family or a guest of the tenant. The owner may not retain any part of the security deposit for normal wear and tear to the unit. If the owner does not provide the written list of items being charged against the security deposit or return the security deposit (or the unused portion) to the tenant within the required time, the owner shall forfeit the right to retain any part of the security deposit.

**C.** If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant. The tenant may exercise all rights and remedies available to the tenant.

**12. Prohibition of Discrimination**

In accordance with applicable nondiscrimination and equal opportunity statutes, Executive Orders, and regulations, the owner shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, ancestry, national origin, age, familial status or physical or mental disability in connection with the lease and the tenancy under the lease.

**13. Conflict with Other Provisions of Lease**

**A.** This Lease Addendum is part of the lease between the owner and the tenant.

**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 the owner and the tenant, the requirements of the Lease Addendum shall control.

**14. Changes in Lease**

The tenant and the owner may not make any change in the Lease Addendum. The tenant and the owner may not change the term of the lease without the advance written consent of MaineHousing. If MaineHousing consents to such change, the change must be in writing and signed by the owner and the tenant and the owner must immediately give MaineHousing a copy of the change. If the tenant and the owner agree to any other changes in the lease, such changes must be in writing and signed by both the owner and the tenant, and the owner must immediately give MaineHousing a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the Lease Addendum, the Program, HUD regulations, and Maine law.

**15. Notices**

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing and a copy provided to MaineHousing.

**16. Prohibited Lease Provisions.** Any provision of the lease that falls within any of the classifications below is null and void and of no force and effect and shall not be enforceable by the owner.

**A. 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.

**B. Treatment of property.** Agreement by the tenant that the owner may take, hold or sell the personal property of the tenant or tenant's household members without notice to the tenant and a court decision on the rights of the parties.

**C. Excusing the 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.

**D. Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.

**E. Waiver of court proceedings for eviction.** Agreement by the tenant that the owner may evict the tenant without instituting civil court proceedings in which the tenant has the opportunity to present a defense, or before a decision by the court on the rights of the parties.

**F. Waiver of jury trial.** Agreement by the tenant to waive any right to a trial by jury.

**G. Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal a court decision or to otherwise challenge in court a court decision in connection with the lease.

**H. Tenant chargeable with cost of legal actions.**

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.

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Landlord \_\_\_\_\_

Date \_\_\_\_\_