

# Affordable Housing Lease Addendum

## HOME and/or NHTF Assisted

It is possible that the unit for which you are applying has been assisted with federal funds and is governed by the HOME Investment Partnerships Program 24 CFR Part 92 or the National Housing Trust Fund Program (NHTF) 24 CFR Part 93, as amended. The HOME program requires that in order to be eligible for admittance into this unit, your total household annual income must be at or below 50% of median income (very low-income as defined under 24 CFR Part 92). The National Housing Trust Fund program requires that in order to be eligible for admittance into this unit, your total household annual income must be at or below 30% of median income (extremely low-income as defined under 24 CFR Part 93).

If your unit is initially designated as a HOME unit and after initial occupancy and income determination, your total household annual income increases above 80% of median income (low-income as defined under 24 CFR Part 92), you will be required to pay the lesser of current market rate rent for a comparable unit in the area 30% of your adjusted gross monthly income for rent and utilities, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 (26 U.S.C.42) must pay rent governed by section 42.

If your unit is initially designated as a NHTF unit and after initial occupancy and income determination, your total household annual income increases above 30% of median income (household is no longer extremely low income), you may stay in your NHTF assisted unit. However, the next available unit of comparable size must be rented to a NHTF eligible household, at which time the first unit will be re-classified at the appropriate income and rent level as appropriate for other restrictions on the property.

The size of the dwelling unit must be appropriate to the Lessee's needs, Lessee agrees to transfer, within a reasonable time to an appropriate size dwelling unit based on family composition, if the Lessor determines that the size of the dwelling unit is no longer appropriate.

If it is found that the Lessee has misrepresented to the Lessor the facts upon which his rent is based, so that the rent he is paying is less than what he should have been charged, the lessor may then terminate this agreement and an increase in rent will be made retroactive, due and payable within 30 days from the date of notice of the increase. In the event of any rent adjustment pursuant to the above, the Lessor will mail or deliver a Notice of Rent Adjustment to Lessee.

The information given to the Lessor on household composition, income, net family assets and allowances and deductions is accurate and complete to the best of my knowledge and belief. I understand that false statement or information are punishable under Federal law, and that if I knowingly falsify or omit information I may be:

- Evicted from my apartment or house
- Required to repay all overpaid assistance my family received
- Fined up to \$10,000
- Imprisoned for up to 5 years; and/or
- Prohibited from receiving future assistance

After verification by the Lessor, the information will be submitted to the Wyoming Community Development Authority and to the U.S. Department of Housing and Urban Development.

### **Federal Privacy Act Statement**

The U.S. Department of Housing and Urban Development collects information on tenants in Low Income Housing Tax Credit and HUD-assisted rental housing. The U.S. Privacy Act of 1974 established requirements governing HUD's use and disclosure of the information it collects on individuals and families.

For affordable housing assisted units, the Wyoming Community Development Authority is required to send HUD information on the tenants' income, family composition, rent, etc. This information was already given by the tenants to the Lessor when applying or being re-examined. It is transferred to HUD via on-line data transmission.

USE: HUD uses the information for budget development, program evaluation and planning, and reports to the President and Congress. HUD also uses the information to monitor compliance with Federal requirements on eligibility and rent and to verify the accuracy and completeness of the income information.

PUBLIC ACCESS: Summaries of tenant data are available to the public. Disclosure of information about individuals and families is restricted by the Privacy Act of 1974. Such information is released to appropriate Federal, State or local agencies to verify information relevant to eligibility and rent determinations and when applicable to other civil, criminal or regulatory matters.

INFORMATION REQUIREMENTS: The information requirements must be provided to HUD so that it can carry out its monitoring and data collection responsibilities.

AUTHORITY: HUD is permitted to ask for the information by the U.S. Housing Act of 1937 as amended, 41 U.S.C., 1437 et seq., the Housing and Community Development Act of 1981, Public Law 97-35, 85 Stat., 348,408.

I have read this Federal Privacy Act Statement on \_\_\_\_\_Date

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If you believe you have been discriminated against, you may call the Fair Housing and Equal Opportunity Hotline at 800 877-7353.

The Lessor's Obligations:

The Lessor agrees:

- (a) To maintain the premises and the project in decent, safe, and sanitary condition;
- (b) To comply with requirements of applicable building codes, local housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the premises;
- (d) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances;
- (e) To supply running water to the property;

Lessee's Obligations:

The Lessee agrees:

- (a) To use the premises solely as a private dwelling for the Lessee and the Lessee's household as identified in the lease, and not to use or permit its use for any other purpose;
- (b) To refrain from illegal or other activity which impairs the physical or social environment of the property;
- (c) The Lessee shall notify management promptly of known need for repairs to the dwelling unit, and to known unsafe conditions which may lead to damage or injury;
- (d) To provide and sign any and all documents required either by the Lessor or by the Wyoming Community Development Authority (WCDA) or by the U.S. Department of Housing and Urban Development including but not limited to:
  - 1. Annual Re-certifications that re-examine family size, composition and income. Including appropriate verification forms.
  - 2. All required documents must be provided to the Owner no later than 10 calendar days prior to the recertification date.
  - 3. Noncompliance with the above will be grounds for eviction from the unit.

Modification of Lease: Modifications of the lease (except for rent or dwelling size re-determination) shall be accomplished by a written rider to the lease executed by both parties.

Lease: The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.