



Lease Addendum for Rental Assistance Contract For PSH Project Based Rental Assistance

This Lease Addendum has two parts:

Part A: Lease Addendum Information

Part B: Lease Addendum

Part A

1. Lease Addendum Information

(Fill out all of the information in Part A.)

2. Head of Household/Tenant Name (s)

3. Property Name and Unit Number:

Unit#: _____

4. Household Names

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the Project Owner.

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. Initial Rent to Owner (Total Unit Rent)

The initial rent to owner is: \$ _____

7. Initial Household Rent

The initial household rent is: \$ _____ per month. The amount of the household rent is subject to change during the term of the lease in accordance with OHCS requirements.

8. Initial PSH Rental Assistance Payment from OHCS

At the beginning of the PSH Rental Assistance contract term, the amount of the rental assistance payment by OHCS to the owner is \$ _____ per month. The amount of the monthly rental assistance payment by OHCS to the owner is subject to change during the PSH Rental Assistance contract term in accordance with OHCS requirements.

Signatures:

Owner

Head of Household/Tenant

Print or Type Name of Owner

Print or Type Name of Household Representative

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name of Household Representative

Date: _____

Signature

Date _____

Part B of the Lease Addendum

1. OHCS PSH Program

a. The owner is leasing the contract unit to the household for occupancy by the household with assistance for a tenancy under the OHCS PSH program.

b. The owner has entered into a Rental Assistance Contract with OHCS under the PSH program. Under the Contract, OHCS will make rental assistance payments to the owner to assist the household in leasing the unit from the owner.

2. Lease

a. The owner certifies that the terms of the full lease are in accordance with OHCS requirements and the lease includes the PSH Lease Addendum for Rental Assistance.

b. The household shall have the right to enforce the 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 Contract Unit

a. During the lease term, the household will reside in the contract unit with assistance under the PSH Program.

b. The composition of the household must be approved by the owner. The household must promptly inform the owner of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner.

c. The contract unit may only be used for residence by the owner-approved household members. The unit must be the household's only residence.

d. The household may not sublease or let the unit.

e. The household may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial and redetermined rent to owner are established in accordance with OHCS requirements.

b. During the term of the lease (including the initial term of the lease and any extension

term), the rent to owner may at no time exceed the County LIHTC 60% Actual Income Limit for Rents unless specifically authorized by OHCS.

5. Household Payment to Owner

a. The household rent is the portion of the monthly rent to owner paid by the household. The owner determines the household rent in accordance with OHCS requirements. The household rent will not exceed 27% of the household's income. Any changes in the amount of the household rent will be effective on the date stated in a notice by the owner to the household.

b. Each month, OHCS will make a rental assistance payment to the owner on behalf of the household in accordance with the Contract. The amount of the monthly rental assistance payment will be determined by the Owner in accordance with OHCS requirements for a tenancy under the PSH Project-based Rental Assistance Framework.

c. The monthly rental assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The household is not responsible for paying the portion of rent to owner covered by the OHCS rental assistance payment under the Rental Assistance Contract between the owner and OHCS. An OHCS failure to pay the rental assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the OHCS rental assistance payment.

e. The owner may not charge or accept, from the household or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

6. Other Fees and Charges

a. The owner may not require the head of household members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

d. The owner may not charge the household extra amounts for items customarily included in rent to owner in the locality or provided at no additional cost to unsubsidized households in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

(1) The owner must maintain the unit and premises in accordance with the UPCS and State Streamlining Compliance Standards, or the applicable inspection protocol as adopted by OHCS.

(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 UPCS and State Streamlining Compliance Standards, or the applicable inspection protocol as adopted by OHCS.

8. Termination of Tenancy by Owner

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and OHCS requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- Material noncompliance with the lease; or
- Material failure to carry out obligations under any State landlord and household act; or
- Other good cause (does not include a business or economic reason or desire to use the unit for an individual, household, or non-residential rental purpose).