# Model Lease for Use Under Section 811 PRA Program

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This agreement made and entered into this date (mm/dd/yyyy):

Date:

between:

Landlord:

and

Tenant:

**Witnesseth**

WHEREAS, the LANDLORD is a multifamily project receiving federal project-based rental assistance pursuant to Section 811 of the Cranston-Gonzalez National Affordable Housing Act of 1990 (National Affordable Housing Act), as amended, and

WHEREAS, the LANDLORD has entered into a Rental Assistance Contract (RAC) with the State Housing Finance Agency (HFA).

WHEREAS, pursuant to a Cooperative Agreement between HUD and the HFA, the HFA agrees to disburse Section 811 Project Rental Assistance Demonstration (PRA Demo) funds to the Landlord, conditioned on the LANDLORD limiting occupancy, based upon a HFA agreed specified number of PRA Demo units, to extremely low income persons with disabilities as defined in Section 811 of the National Affordable Housing Act, as amended and applicable HUD regulations under criteria for eligibility of TENANTS for admission to assisted units and conditions of continued occupancy in accordance with the terms and provisions of the RAC Contract, and

NOW THEREFORE,

1. The LANDLORD leases to the TENANT, and the TENANT leases from the LANDLORD dwelling unit in project name:

Project name:

for a term of one year commencing on term state date (mm/dd/yyyy):

Term start date:

and ending on term end date (mm/dd/yyyy):

Term end date:

1. The total rent (Contract Rent) per month shall be Contract Rent amount per month:

Contract rent amount per month: .

1. The Contract Rent specified in Paragraph 2, above, shall include the following utilities (list):

Utilities included in the Contract rent: .

(If the total rent includes all utilities, enter “ALL”; where TENANTS pay some or all utilities, enter the following additional paragraph as 3a.)

1. The following utilities are not included in the total rent and are paid by TENANT:

Utilities paid by TENANT: .

Charges for such service(s) is/are to be paid directly by the TENANT to the utility company/companies providing such service(s).

1. The TENANT shall receive the following:

Utility Allowance amount: .

If the Utility Allowance exceeds the total tenant payment, the LANDLORD shall pay the TENANT the amount of this excess on behalf of the Government upon receipt of funds from HUD for utility allowances.

1. Of the total rent amount, the amount payable by or at the direction of HUD:

Amount payable by or at the direction of HUD:

shall be payable as project rental assistance payments on behalf of the TENANT. , The TENANT Rent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

These amounts shall be subject to change by reason of changes in HUD requirements, changes in the TENANT’s family income, family composition, or extent of health and medical or other expenses in accordance with HUD-established schedules and criteria, or by reason of adjustment by HUD of any applicable Utility Allowance. Any such change shall be effective as of the date stated in a Notice to the TENANT.

1. The TENANT’s share of the rent shall be due and payable to the LANDLORD on or before the first day of each month at

Address: ,

or to such other person or persons or at such places as the LANDLORD may from time to time designate in writing.

1. A security deposit equal to one month’s total rent or $50, whichever is greater, shall be required at the time of execution of this Agreement. Accordingly, TENANT hereby makes a deposit of amount

Amount:

against any damage except reasonable wear done to the premises by the TENANT, their family, guests, or agents; and agrees to pay when billed the full amount of any such damage in order that the deposit will remain intact. Upon termination of this Lease, the deposit is to be refunded to the TENANT or to be applied to any such damage or any rent delinquency. The LANDLORD shall comply with all State and local laws regarding interest payments on security deposits.

7. The LANDLORD shall not discriminate against the TENANT in the provision of services or in any other manner on the grounds of race, color, religion, sex (including a person’s actual or perceived sexual orientation, gender identity, or marital status), familial status, national origin, or disability, age, or a person’s actual or perceived sexual orientation, gender identity, or martial status..

8. Unless terminated or modified as provided herein, this Agreement shall be automatically renewed for successive terms of one month each at the aforesaid rental, subject to adjustment as herein provided.

a. The TENANT may terminate this Agreement at the end of the initial term or any successive term by giving 30 days written notice in advance to the LANDLORD. Whenever the LANDLORD has been in material noncompliance with this Agreement, the TENANT may in accordance with State law terminate this Agreement by so advising the LANDLORD in writing.

b. The LANDLORD's right to terminate this Agreement is governed by the regulation of the Secretary at 24 CFR 891.430 and 24 CFR Part 247 (herein referred to as the HUD Regulation). The HUD Regulation provides that the LANDLORD may terminate this Agreement only under the following circumstances:

(1) The LANDLORD may terminate, effective at the end of the initial term or any successive term, by giving the TENANT notification in the manner prescribed in paragraph (f) below that the term of this Agreement is not renewed, and this Agreement is accordingly terminated. This termination must be based upon either material noncompliance with this Agreement, material failure to carry out obligations under any State landlord or tenant act, or criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises-, any criminal activity that threatens the health or safety of any on-site property management staff responsible for managing the premises; or any drug-related criminal activity on or near such premises, engaged in by a resident, any member of the resident's household or other person under the resident's control; or other good cause. When the termination of the tenancy is based on other good cause, the termination notice shall so state, and the tenancy shall terminate at the end of a term and in accordance with the termination provisions of this Agreement, but in no case earlier than 30 days after receipt by the TENANT of the notice. Where the termination notice is based on material noncompliance with this Agreement or material failure to carry out obligations under a State landlord and tenant act, the time of service shall be in accordance with the previous sentence or State law, whichever is later.

(2) Notwithstanding subparagraph (1), whenever the TENANT has been in material noncompliance with this Agreement, the LANDLORD may, in accordance with State law and the HUD Regulation, terminate this Agreement by notifying the TENANT in the manner prescribed in paragraph (g) below.

c. If the TENANT does not vacate the premises on the effective date of the termination of this Agreement, the LANDLORD may pursue all judicial remedies under State or local law for the eviction of the TENANT, and in accordance with the requirements in the HUD Regulation.

d. The term "material noncompliance with this Agreement" shall, in the case of the TENANT, include (1) one or more substantial violations of this Agreement, (2) repeated minor violations of this Agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project or have an adverse financial effect on the project, (3) failure of the TENANT to timely supply all required information on the income and composition, or eligibility factors of the TENANT household (including failure to meet the disclosure and verification requirements for Social Security Numbers, as provided by 24 CFR Part 5, or knowingly providing incomplete or inaccurate information). Nonpayment of rent or any other financial obligation due under this Agreement (including any portion thereof) beyond any grace period permitted under State law shall constitute a substantial violation. The payment of rent or any other financial obligation due under this Agreement after the due date but within any grace period permitted under State law shall constitute a minor violation.

e. The conduct of the TENANT cannot be deemed additional good cause for termination unless the LANDLORD has given the TENANT prior written notice and stated that the conduct would be a basis for termination of this Agreement in the future. Notice shall be served on the TENANT in the manner prescribed in paragraph (g) below.

f. The LANDLORD's determination to terminate this Agreement shall be in writing and shall (1) state that the Agreement is terminated on the specified date, (2) state the reasons for the LANDLORD's action with enough specificity so as to enable the TENANT to prepare a defense, (3) advise the TENANT that if he or she remains in the leased unit on the date specified for termination, the LANDLORD may seek to enforce the termination only by bringing a judicial action at which time the TENANT may present a defense, (4) Advise the tenant that he/she has 10 days within which to discuss termination of tenancy with the owner. The 10-day period begins on the day that the notice is deemed effective, (5) Advise that persons with disabilities have the right to request reasonable accommodations to participate in the hearing process, and (6) be served on the TENANT in the manner prescribed by paragraph (g) below. In the case of the tenant’s nonpayment of rent, the notice must include the dollar amount of the balance due on the rent account and the date of such computation.

g. The LANDLORD's notice shall be accomplished by (1) sending a letter by first class mail, properly stamped and addressed, to the TENANT at their address at the project, with a proper return address, and (2) serving a copy of said notice on any adult person answering the door at the leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by affixing the notice to the door. Service shall not be deemed effective until both notices provided for herein have been accomplished. The date on which the notice shall be deemed to be received by the TENANT shall be the date on which the first-class letter provided for in clause (1) of this paragraph is mailed, or the date on which the notice provided for in clause (2) is properly given, whichever is later.

h. The LANDLORD may, with the prior approval of HUD, modify the terms and conditions of the Agreement, effective at the end of the initial term or a successive term, by serving an appropriate notice on the TENANT, together with the offer of a revised Agreement or an addendum revising the existing Agreement. Any increase in rent shall in all cases be governed by **24 CFR Part 245,** and other applicable HUD regulations. This notice and offer shall be served on the TENANT (as defined in paragraph (g)) at least 30 days prior to the last date on which the TENANT has the right to terminate the tenancy without being bound by the terms and conditions stated in this Agreement. The TENANT may accept it by executing the offered revised Agreement or addendum or may reject it by giving the LANDLORD written notice at least 30 days prior to its effective date that he/she intends to terminate the tenancy. The TENANT's termination notice shall be accomplished by sending a letter by first class mail, properly stamped and addressed to the LANDLORD at their address.

i. The LANDLORD may terminate this Agreement for the following reasons:

(1) drug related criminal activity engaged in on or near the premises, by any TENANT, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant’s control;

(2) determination made by the LANDLORD that a household member is illegally using a drug;

(3) determination made by the LANDLORD that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

(4) criminal activity by a tenant, any member of the TENANT’S household, a guest or another person under the TENANT’S control:

(a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or

(b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

(5) if the TENANT is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor; or

(6) if the TENANT is violating a condition of probation or parole under Federal or State law;

(7) determination made by the LANDLORD that a household member’s abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

(8) The Landlord may terminate tenancy and evict the tenant through judicial action for criminal activity by a covered person, if the landlord determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying a criminal conviction standard of proof of the activity.

(9) If law and regulation permit the LANDLORD take an action, but do not require it, the LANDLORD may take or not take the action in accordance with the LANDLORD’s standards for admission and eviction. Consistent with the application of these standards, a LANDLORD may consider all of the circumstances relevant to a particular admission or eviction case, such as: (1) The seriousness of the offending action; (2) The effect on the community of the eviction or the failure of the LANDLORD to take such action; (3) The extent of participation by the leaseholder in the offending action; (4) The effect of f termination of tenancy on household members not involved in the offending action; (5) The demand for assisted housing by families who will adhere to lease responsibilities; (6) The extent to which the TENANT has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action; and (7) The effect of the LANDLORD’S action on the integrity of the program.

In determining whether to deny admission or terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the LANDLORD may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. For this purpose, the LANDLORD may require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

(10) The TENANT agrees that the family income, family composition and other eligibility requirements shall be deemed substantial and material obligations of their tenancy with respect to the amount of tenant rent he/she will be obligated to pay and their right of occupancy, and that a recertification of income shall be made to the LANDLORD annually from the date of this lease in accordance with HUD regulations and requirements.

(11) The TENANT agrees that the TENANT's total tenant payment rental payment is subject to adjustment by the LANDLORD to reflect income changes which are disclosed on any of the TENANT's recertification of income, and TENANT agrees to be bound by such adjustment. LANDLORD agrees to give 30 days written notice of any such adjustment to the TENANT, by an addendum to be made a part of this lease**,** stating the amount of the adjusted monthly rental which the TENANT will be required to pay.

(12) The TENANT shall not assign this lease**,** sublet the premises, give housing to any roomers or lodgers, or permit the use of the premises for any purpose other than as a private dwelling solely for the TENANT and their household. The TENANT agrees to reside in this unit and agrees that this unit shall be the TENANT's and their family's only place of residence.

(13) The TENANT agrees to pay the LANDLORD any tenant rent which should have been paid but for (a) TENANT's misrepresentation in their initial income certification or recertification, or in any other information furnished to the LANDLORD or (b) TENANT's failure to supply income recertification when required or to supply information requested by the LANDLORD.

(14) The TENANT for themself and their heirs, executors and administrators agrees as follows:

(a) To pay the tenant rent stated in this Agreement promptly when due, without any deductions whatsoever, and without any obligation on the part of the LANDLORD to make any demand for the tenant rent;

(b) To keep the premises in a clean and sanitary condition, and to comply with all obligations imposed upon the TENANT under applicable provisions of building and housing codes materially affecting health and safety with respect to said premises and appurtenances, and to save the LANDLORD harmless from all fines, penalties and costs for violations or noncompliance by the TENANT with any of said laws, requirements or regulations, and from all liability arising out of any such violations or noncompliance.

(c) Not to use premises for any purpose deemed hazardous by insurance companies carrying insurance thereon;

(d) That if any damage to the property shall be caused by their acts or neglect, the TENANT shall forthwith repair such damage at their own expense, and should the TENANT fall or refuse to make such repairs within a reasonable time after the occurrence of such damage, the LANDLORD will make such repairs and charge the cost thereof to the TENANT, and the TENANT shall thereupon reimburse the LANDLORD for the total cost of the damages so caused;

(e) To permit the LANDLORD, or their agents, or any representative of any holder of a mortgage on the property, or when authorized by the LANDLORD, the employees of any contractor, utility company, municipal agency or others, to enter the premises for the purpose of making reasonable inspections and repairs and replacements"

(f) Not to install a washing machine, clothes dryer, or air conditioning unit in the apartment without the prior approval of the LANDLORD, and

(g) To permit the LANDLORD or their agents to bring appropriate legal action in the event of a breach or threatened breach by the TENANT of any of the covenants or provisions of this lease.

(15) The TENANT is permitted to keep common household pets in their dwelling unit (subject to the provisions in 24 CFR Part 5 Subpart C) and the pet rules promulgated under 24 CFR 5.315). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5, Subpart C and applicable regulations and State or local law. These regulations include 24 CFR Part 247 (Evictions From Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Project Rental Assistance Contract.

Note: Animals that may be necessary as a reasonable accommodation are not pets. The Part 5 Pet Rules and any pet rules set by the Landlord do not apply to an animal used by a Tenant or visitor that may be necessary as a reasonable accommodation for the Tenant’s or visitor’s disability.

[Optional] The LANDLORD may after reasonable notice to the TENANT and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the LANDLORD has received a signed, written complaint alleging (or the LANDLORD has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

If there is not State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD despite reasonable efforts is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR 5.363.

(16) The LANDLORD agrees to comply with the requirement of all applicable Federal, State, and local laws, including health, housing and building codes and to deliver and maintain the premises in safe, sanitary decent condition.

(17) The TENANT, by the execution of this Agreement, admits that the dwelling unit described herein has been inspected by him/her and meets with their approval. The TENANT acknowledges hereby that said premises have been satisfactorily completed and that the LANDLORD will not be required to repaint, replaster, or otherwise perform any other work, labor, or service which it has already performed for the TENANT. The TENANT admits that he/she has inspected the unit and found it to be in good and tenantable condition and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the LANDLORD in as good condition as when received, reasonable wear and tear excepted.

(18) No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the LANDLORD in writing. The LANDORD agrees to provide reasonable accommodation to an otherwise eligible tenant’s disability, including making changes to rules, policies, practices, procedures, or services and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the nature of the Landlord’s program, or which would pose an undue financial and administrative burden. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a undue financial and administrative burden, the Landlord must still provide any other reasonable accommodation up to the point that would not constitute a fundamental alteration or result in an undue financial and administrative burden. (19) The TENANT agrees not to waste utilities furnished by the LANDLORD; not to use utilities or equipment for any improper or unauthorized purpose; and not to place fixtures, signs, or fences in or about the premises without the prior permission of the LANDLORD in writing. If such permission is obtained, TENANT agrees, upon termination of the lease**,** to remove any fixtures, signs of fences, at the option of the LANDLORD, without damage to the premises.

(20) The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of their intent to enter the unit, and to enter the unit only after receiving the Tenant’s consent to do so, except when urgent situations make such notices impossible or except under paragraph (c) below.

1. b. The Tenant consents in advance to the following entries into the unit:

(1) The tenant agrees to permit the Landlord, their agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.

(2) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.

1. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

(21) This Agreement shall be subordinate in respect to any mortgages that are now on or that hereafter may be placed against said premises, and the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Agreement, and the TENANT agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this Agreement to any such mortgage or mortgages and a refusal to execute such instruments shall entitle the LANDLORD, or the LANDLORD's assigns and legal representatives to the option of canceling this Agreement without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

(22) Failure of the LANDLORD to insist upon the strict performance of the terms, covenants, agreements and conditions contained in this Agreement, shall not be, or be considered to be, a waiver or relinquishment of the LANDLORD's right in the future to enforce of these terms, covenants, agreements, or conditions. These requirements shall continue in full force and effect unless they are waived in writing by the LANDLORD.

(23) In return for the TENANT's continued fulfillment of the terms and conditions of this Agreement, the LANDLORD covenants that the TENANT may at all times, while this Agreement remains in effect, have and enjoy for their sole use and benefit the above-described property.

(24) Tenant Income Verification: The TENANT must promptly provide the LANDLORD with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

(25) Tenants’ rights to organize: LANDLORD agrees to allow TENANT organizers to conduct on the property the activities related to the establishment or operation of a TENANT organization set out in Interim recertifications:

(26) Interim recertifications:

(a) The TENANT agrees to advise the LANDLORD immediately if any of the following changes occur:

(i) Any household member moves out of the unit or no longer lives in the unit for any reason.

(ii) The circumstances that made the household eligible for a hardship relief exemption for unreimbursed health and medical care expenses, reasonable attendant care and auxiliary apparatus expenses and/or a hardship exemption to continue a childcare expense deduction are no longer applicable.

(iii) The family’s adjusted income has changed by an amount that will result in an increase of 10 percent or more in annual adjusted income or such other amount established by HUD through notice, except

(I) The Landlord may not consider any increase in the earned income of the Tenant when estimating or calculating whether the family’s adjusted income has increased, unless the family has previously received an interim reduction during the certification period; and

(II) The Landlord may choose not to conduct an interim reexamination in the last three months of a certification period.

(b) The TENANT may report any decrease in income or any change in other factors considered in calculating the Tenant’s rent. The Landlord may decline to conduct an interim reexamination of Tenant income if the Landlord estimates that the family’s adjusted income will decrease by an amount that is less than 10 percent of the Tenant’s annual adjusted income, or such lower threshold established by the Landlord, or by HUD through notice. HUD established a zero percent threshold when there is a decrease in family size attributed to the death or permanent move-out from the assisted unit of a family member during the period since the family’s last reexamination that results in a decrease in adjusted income of any amount (See Notice H 2023-10). The LANDLORD will verify the information and make the appropriate rent reduction within a reasonable time after the Tenant reported the income decrease. What qualifies as a reasonable time may vary based on the amount of time it takes to verify information, but such time generally should not exceed 30 days from the date the Tenant reports the change in income to the Landlord. The LANDLORD may not evict the TENANT for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The TENANT has thirty days after receiving written notice of any rent due for the above-described time period to pay or the LANDLORD can evict for nonpayment of rent.

(c) If the TENANT does not advise the LANDLORD of the interim changes concerning household members or increase in income, the Landlord may increase the Tenant’s rent to the HUD-approved contract rent. The LANDLORD may only do so in accordance with the time frames and administrative procedures set forth in HUD’s regulations, handbooks and instructions on the administration of multifamily subsidy programs.

(d) The TENANT may request to meet with the LANDLORD to discuss how any change in income or other factors affected their rent or assistance payment, if any. If the TENANT requests such a meeting, the LANDLORD agrees to meet with the TENANT and explain how the TENTANT’S rent or assistance payment, if any, was computed.

(27) Termination of Assistance:

(a) The Tenant understands that assistance made available on their behalf may be terminated if the events in i-iii below occur.

(i) The Tenant does not provide the Landlord with the information or reports required by paragraph 22 or 24 within 10 calendar days after receipt of the Landlord’s notice of intent to terminate the Tenant’s assistance payment.

(ii) The Tenant fails to sign the required consent and verification forms.

(iii) The Tenant fails to move to a different-sized unit within 30 days after the Landlord notifies the Tenant that the unit of the required size is available.

Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant’s rent will be recomputed. In addition, if the Tenant’s assistance is terminated per the terms of this paragraph, the Tenant will be required to pay the HUD-approved contract rent. (b) The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.

(c) Termination of assistance shall not affect the Tenant’s other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

(28) Attachments to the Agreement: The Tenant certifies that he/she has received a copy of the Agreement and the following attachments to the Agreement and understands that these attachments are part of the Agreement.

(a) Attachment No. 1: Owner’s Certification of Compliance with HUD’s Tenant Eligibility and Rent Procedures, form HUD-50059

(b) Attachment No. 2: Unit Inspection Report.

(c) Attachment No. 3: House Rules (if any).

(d) Attachment No. 4: Pet Rules

(e) Attachment No. 5: Lead-based paint disclosure form (if applicable)

(f) Attachment No. 6: Owner’s Live-in Aide Addendum (if applicable)

(g) Attachment No. 7: Form HUD–91067 VAWA Lease Addendum.

(29). Notice Upon RAC Expiration: At least 90 days before the end of the RAC term, the LANDLORD will notify the TENANT of any increase in the TENANT’s rent consistent with Exhibit 5 of the Cooperative Agreement.

(30) Terms of the Lease: The terms of the Lease are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance. The terms of this Lease are subject to any applicable Federal statute, executive order, or regulatory requirement, as these requirements may be amended from time to time.

Signatures

Witness

Date (mm/dd/yyyy)

Landlord

Date (mm/dd/yyyy)

Tenant

Date (mm/dd/yyyy)