

# Regional Rental Assistance Program Housing Assistance Payments Contract (HAP Contract)



## Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide tenant-based rental assistance in Cass, Dodge, Douglas, Sarpy, and Washington Counties in Nebraska under the Regional Rental Assistance Program as authorized under Neb. Rev. Stat. §71-812(3). The Regional Rental Assistance Program (RRAP) is administered by Community Alliance Housing Management Services (CAHMS) under contract with Region 6 Behavioral Healthcare. The HAP contract is an agreement between CAHMS and the owner of a unit occupied by an assisted individual/family. The HAP contract has three parts:

- Part A Contract information (fill-ins). See section by section instructions.
- Part B Body of contract
- Part C Tenancy addendum

## Use of this form

Use of this HAP contract is required by guidelines established by CAHMS for the Regional Rental Assistance Program. Modification of the HAP contract by anyone other than CAHMS is not permitted. The terms and conditions of this HAP contract is substantially similar to that used within the HUD Housing Choice voucher program administered by local public housing authorities.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and CAHMS.

## How to fill in Part A - Section by Section Instructions

Section 2: **Tenant:** Enter full name of tenant.

Section 3. **Contract Unit:** Enter address of unit, including apartment number, if any.

Section 4. **Household Members:** Enter full names of all approved household members. Specify if any such person is a live-in aide, which is a person approved by CAHMS to reside in the unit to provide supportive services for a individual//family member who is a person with disabilities.

Section 5. **Initial Lease Term:** Enter first date and last date of initial lease term. Except in rare circumstances, the initial lease term must be for at least one year. Any initial lease term other than one year must have the express prior permission of CAHMS.

Section 6. **Initial Rent to Owner:** Enter the amount of the full monthly rent to owner during the initial lease term. CAHMS must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise this rent amount.

Section 7. **Housing Assistance Payment:** Enter the initial amount of the monthly rental assistance payment to be paid by CAHMS to Owner.

Section 8. **Utilities and Appliances:** The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

*Sample*

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## Part A of the HAP Contract: Contract Information

### 1. Contents of Contract

This HAP contract has three parts: Part A: Contract Information  
Part B: Body of Contract  
Part C: Tenancy Addendum

2. **Tenant Name:** \_\_\_\_\_

3. **Contract Unit:** \_\_\_\_\_

*Street Address*

*Apt. No.*

*City*

*State*

*Zip*

4. **Household:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above person(s) may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and CAHMS.

### 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

The initial rent to owner is: \_\_\_\_\_ \$ \_\_\_\_\_ per month

The prorated rent amount to owner for the first month is: \_\_\_\_\_ \$ \_\_\_\_\_

During the initial lease term, the owner may not raise the Rent to Tenant.

While owner is permitted to collect a security deposit from individual/family, owner is prohibited from collecting any security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

### 7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the rental assistance payment by CAHMS to the owner is \_\_\_\_\_ \$ \_\_\_\_\_ per month.

The amount of the monthly rental assistance payment by CAHMS to the owner is subject to change during the HAP contract term in accordance with Regional Rental Assistance Program requirements.

The rental assistance payment by CAHMS is deemed received by the owner upon mailing by CAHMS.

**8. Utilities and Appliances**

The owner shall provide or pay for utilities and appliances as indicated below in the boxes checked "Owner". The tenant shall provide or pay for utilities and appliances as indicated below in box checked "Tenant". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> N/A
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> N/A
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> N/A
Other Electric		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> N/A
Water		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> N/A
Sewer		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> N/A
Trash Collection		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> N/A
Air Conditioning		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> N/A
Refrigerator		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> N/A
Range/Microwave		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> N/A
Other (specify)		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> N/A

**9. Signatures:**

**COMMUNITY ALLIANCE  
HOUSING MANAGEMENT SERVICES:**

**OWNER:**

CA Housing Management Services  
*Print or Type Name*

\_\_\_\_\_  
*Print or Type Name of Owner*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Housing Manager  
*Print or Type Name & Title of Signatory*

\_\_\_\_\_  
*Print or Type Name & Title of Signatory*

\_\_\_\_\_  
*Date (mm/dd/yyyy)*

\_\_\_\_\_  
*Date (mm/dd/yyyy)*

**10. Mail Payments to:**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Business Name*

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City, State, Zip*

# Regional Rental Assistance Program Housing Assistance Payments Contract (HAP Contract)

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## Part B of HAP Contract: Body of Contract

### 1. Purpose

- a) This is a HAP contract between CAHMS and the owner. The HAP contract is entered to provide assistance for the individual/family under the Regional Rental Assistance Program as authorized under Neb. Rev. Stat. 71-812(3).
- b) The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c) During the HAP contract term, CAHMS will pay rental assistance payments to the owner in accordance with the HAP contract.
- d) The individual/family will reside in the contract unit with assistance under the Regional Rental Assistance Program. The rental assistance payments by CAHMS assist the tenant to lease the contract unit from the owner for occupancy by the individual/family.

### 2. Lease of Contract Unit

- a) The owner has leased the contract unit to the tenant for occupancy by the individual/family with assistance under the Section 8 voucher program.
- b) CAHMS has approved leasing of the unit in accordance with requirements of the Regional Rental Assistance Program.
- c) The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by CAHMS (Part C of the HAP contract).
- d) The owner certifies that:
  - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
  - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
  - (3) The lease is consistent with State and local law.
- e) The owner is responsible for screening the individual/family's behavior or suitability for tenancy. CAHMS is not responsible for such screening. CAHMS has no liability or responsibility to the owner or other persons for the individual/family's behavior or the individual/family's conduct in tenancy.

### 3. Maintenance, Utilities, and Other Services

- a) The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b) The owner must provide all utilities needed to comply with the HQS.
- c) If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, CAHMS may exercise any available remedies. Remedies for such breach include recovery of overpayments, suspension of rental assistance payments, abatement or other reduction of rental assistance payments, termination of rental assistance payments, and termination of the HAP contract. CAHMS may not exercise such remedies against the owner because of an HQS breach for which the individual/family is responsible, and that is not caused by the owner.
- d) CAHMS shall not make any rental assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by CAHMS and CAHMS verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by CAHMS.

- e) CAHMS may inspect the contract unit and premises at such times as CAHMS determines necessary, to ensure that the unit is in accordance with the HQS.
- f) CAHMS must notify the owner of any HQS defects shown by the inspection.
- g) The owner must provide all housing services as agreed to in the lease.

#### **4. Term of HAP Contract**

- a) Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b) When HAP contract terminates.
  - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
  - (2) CAHMS may terminate program assistance for the individual/family for any grounds authorized in accordance with the Regional Rental Assistance program requirements. If CAHMS terminates program assistance for the individual/family, the HAP contract terminates automatically.
  - (3) If the individual/family moves from the contract unit, the HAP contract terminates automatically.
  - (4) The HAP contract terminates automatically 180 calendar days after the last rental assistance payment to the owner.
  - (5) CAHMS may terminate the HAP contract if CAHMS determines that available program funding is not sufficient to support continued assistance for families in the program.
  - (6) CAHMS may terminate the HAP contract if CAHMS determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in individual/family size or a change in individual/family composition.
  - (7) If the individual/family breaks up, CAHMS may terminate the HAP contract, or may continue rental assistance payments on behalf of individual/family members who remain in the contract unit.
  - (8) CAHMS may terminate the HAP contract if CAHMS determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

#### **5. Provision and Payment for Utilities and Appliances**

- a) The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b) The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c) Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

#### **6. Rent to Owner: Reasonable Rent**

- a) During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or re-determined by CAHMS in accordance with its guidelines.
- b) CAHMS must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units and maximum fair market rents as established by HUD. To make this determination, CAHMS will consider such factors as the location, quality, size, unit type, and age of the contract unit and any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c) CAHMS may redetermine the reasonable rent at any time.
- d) During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give CAHMS any information requested by CAHMS on rents charged by the owner for other units in the premises or elsewhere.

## 7. CAHMS Payment to Owner

- a) When paid
  - (1) During the term of the HAP contract, CAHMS must make monthly rental assistance payments to the owner on behalf of the individual/family at the beginning of each month.
  - (2) CAHMS must pay rental assistance payments promptly when due to the owner. Unless otherwise agreed to in writing by CAHMS and owner, the due date for a monthly rental assistance payment shall be the 5th of each month, and such payment shall be considered delinquent if not paid by the 15th of the month in which it is due.
  - (3) If rental assistance payments is delinquent after the first two calendar months of the HAP contract term, CAHMS shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, CAHMS shall not be obligated to pay any late payment penalty if late payment by CAHMS is due to factors beyond CAHMS's control. Moreover, CAHMS shall not be obligated to pay any late payment penalty if rental assistance payments by CAHMS are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following CAHMS remedies: recovery of overpayments, suspension of rental assistance payments, abatement or reduction of rental assistance payments, termination of rental assistance payments and termination of the contract).
  - (4) Rental assistance payments shall only be paid to the owner while the individual/family is residing in the contract unit during the term of the HAP contract. CAHMS shall not pay a rental assistance payment to the owner for any month after the month when the individual/family moves out.
- b) Owner compliance with HAP contract. Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive rental assistance payments under the HAP contract.
- c) Amount of CAHMS payment to owner
  - (1) The amount of the monthly rental assistance payment to the owner shall be determined by CAHMS in accordance with program requirements for a tenancy under this assistance program.
  - (2) The amount of CAHMS rental assistance payment is subject to change during the HAP contract term in accordance with program requirements. CAHMS must notify the individual/family and the owner of any changes in the amount of the rental assistance payment.
  - (3) The rental assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.
- d) Application of payment. The monthly rental assistance payment shall be credited against the monthly rent to owner for the contract unit.
- e) Limit of CAHMS responsibility.
  - (1) CAHMS is only responsible for making rental assistance payments to the owner in accordance with the HAP contract and Tenancy Addendum.
  - (2) CAHMS shall not pay any portion of the rent to owner in excess of the rental assistance payment. CAHMS shall not pay any other claim by the owner against the individual/family.
- f) Overpayment to owner. If CAHMS determines that the owner is not entitled to the rental assistance payment or any part of it, CAHMS, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other federal, state, or local housing assistance contract).

## 8. Owner Certification

During the term of this contract, the owner certifies that:

- a) The owner is maintaining the contract unit and premises in accordance with the HQS.
- b) The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to CAHMS, including any revisions of the lease.

- c) The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d) Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the individual/family, CAHMS, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e) The individual/family does not own or have any interest in the contract unit.
- f) To the best of the owner's knowledge, the members of the individual/family reside in the contract unit, and the unit is the individual/family's only residence.
- g) The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the individual/family, unless CAHMS has determined (and has notified the owner and the individual/family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a individual/family member who is a person with disabilities.

#### **9. Prohibition of Discrimination.**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a) The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b) The owner must cooperate with CAHMS, the State of Nebraska, and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

#### **10. Owner's Breach of HAP Contract**

- a) Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other federal, state, or local rental assistance payments contract, including the HUD Section 8 program.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal, state, or local housing assistance program.
  - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
  - (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b) If CAHMS determines that a breach has occurred, CAHMS may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. CAHMS shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by CAHMS to the owner may require the owner to take corrective action, as verified or determined by CAHMS, by a deadline prescribed in the notice.
- c) CAHMS's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of rental assistance payments, abatement or other reduction of rental assistance payments, termination of rental assistance payments, and termination of the HAP contract.
- d) CAHMS may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.

- e) Even if the individual/family continues to live in the contract unit, CAHMS may exercise any rights and remedies for owner breach of the HAP contract.
- f) CAHMS's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

#### **11. CAHMS and Funding Authority Access to Premises and Owner's Records**

- a) The owner must provide any information pertinent to the HAP contract that CAHMS or the Regional Rental Assistance Program funding authority may reasonably require.
- b) CAHMS, its authorized agents and representatives, and official agents and representatives of the program's funding authority shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c) The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

#### **12. Exclusion of Third Party Rights**

- a) The individual/family is not a party to or third party beneficiary of Part B of the HAP contract. The individual/family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or CAHMS under Part B.
- b) The tenant or CAHMS may enforce the tenancy addendum (Part C of the HAP contract) against the owner and may exercise any right or remedy against the owner under the tenancy addendum.
- c) CAHMS does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d) The owner is not the agent of CAHMS, and the HAP contract does not create or affect any relationship between CAHMS and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

#### **13. Assignment of the HAP Contract**

- a) The owner may not assign the HAP contract to a new owner without the prior written consent of CAHMS.
- b) If the owner requests CAHMS consent to assign the HAP contract to a new owner, the owner shall supply any information as required by CAHMS pertinent to the proposed assignment.
- c) The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under federal, state, or local regulations.
- d) The HAP contract may not be assigned to a new owner if:
  - (1) The federal, state, or local government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other federal, state, or local equal opportunity requirements, and such action is pending; or
  - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other federal, state, or local equal opportunity requirements.
- e) The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the individual/family, unless CAHMS has determined (and has notified the individual/family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a individual/family member who is a person with disabilities.

- f) CAHMS may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
- (1) Has violated obligations under a federal, state, or local housing assistance program, including the Section 8 program;
  - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any federal, state, or local housing program;
  - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
  - (4) Has a history or practice of non-compliance with the HQS or other applicable housing standards for units leased under this, or any other federal, state, or local housing program, including Section 8 tenant based program;
  - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any federal, state, or local assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (b) Threatens the health or safety of other residents, of employees of CAHMS, or of owner employees or other persons engaged in management of the housing;
    - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
    - (d) Is drug-related criminal activity or violent criminal activity;
  - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
  - (7) Has not paid State or local real estate taxes, fines or assessments.
- g) The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to CAHMS. The new owner must give CAHMS a copy of the executed agreement.

#### **14. Written Notices.**

Any notice by CAHMS or the owner in connection with this contract must be in writing.

#### **15. Entire Agreement: Interpretation**

- a) The HAP contract contains the entire agreement between the owner and CAHMS.
- b) The HAP contract shall be interpreted and implemented in accordance with established state and local law and requirements, including the requirements of the Regional Rental Assistance Program.

# Regional Rental Assistance Program Housing Assistance Payments Contract (HAP Contract)

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## Part C of HAP Contract: Tenancy Addendum

### 1. Regional Rental Assistance Program

- a) The owner is leasing the contract unit to the tenant for occupancy by the tenant's individual/family with assistance for a tenancy under the Regional Rental Assistance Program (also referred to as the rental assistance program or RRAP) as authorized by Neb. Rev. Stat. § 71-812(3).
- b) The owner has entered into a Housing Assistance Payments Contract (HAP contract) with Community Alliance Housing Management Services (CAHMS) under the rental assistance program. Under the HAP contract, CAHMS 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 CAHMS a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum and the drug free housing addendum.
- b) The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

### 3. Use of Contract Unit

- a) During the lease term, the individual/family will reside in the contract unit with assistance under the rental assistance program.
- b) The composition of the household must be approved by CAHMS. The individual/family must promptly inform CAHMS 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 and CAHMS.
- c) The contract unit may only be used for residence by CAHMS-approved household members. The unit must be the individual/family's only residence. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the individual/family.
- d) The tenant may not sublease or let the unit.
- e) The tenant may not assign the lease or transfer the unit.

### 4. Rent to Owner

- a) The initial rent to owner may not exceed the amount approved by CAHMS in accordance with RRAP requirements.
- b) Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c) 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:
  - (1) The reasonable rent for the unit as most recently determined or re-determined by CAHMS in accordance with CAHMS guidelines, or
  - (2) Rent charged by the owner for comparable unassisted units in the premises.

### 5. Individual/Family Payment to Owner

- a) The individual/family is responsible for paying the owner any portion of the rent to owner that is not covered by CAHMS rental assistance payment.

- b) Each month, CAHMS will make a rental assistance payment to the owner on behalf of the individual/family in accordance with the HAP contract. The amount of the monthly rental assistance payment will be determined by CAHMS in accordance with established policy.
- c) The monthly rental assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d) The tenant is not responsible for paying the portion of rent to owner covered by CAHMS rental assistance payment under the HAP contract between the owner and CAHMS. A failure by CAHMS 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 CAHMS rental assistance payment.
- e) The owner may not charge or accept, from the individual/family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f) The owner must immediately return any excess rent payment to the tenant.

## 6. Other Fees and Charges

- a) Rent to owner does not include cost of any meals or supportive services which may be provided by the owner.
- b) The owner may not require the tenant or individual/family 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.
- c) The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

## 7. Maintenance, Utilities, and Other Services

### a) Maintenance

- (1) The owner must maintain the unit and premises in accordance with housing quality standards (HQS).
- (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.
- (2) The owner is not responsible for a breach of the HQS 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) **Individual/family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

- d) **Housing services.** The owner must provide all housing services as agreed to in the lease.

## 8. Termination of Tenancy by Owner

- a) **Requirements.** The owner may only terminate the tenancy in accordance with the lease.
- 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:
  - (1) Serious or repeated violation of the lease;
  - (2) Violation of federal, state, 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 provided in paragraph c); or
  - (4) Other good cause (as provided 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 household, a guest or another person under a resident's control commits any of the following types of criminal activity:
  - (a) Any criminal activity 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; or
  - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
  - (a) 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
  - (b) Violating a condition of probation or parole under Federal or State law.
- (3) 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 committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

**d) Other good cause for termination of tenancy**

- (1) During the initial lease term, other good cause for termination of tenancy must be something the individual/family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause includes:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause includes:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or individual/family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

**e) Eviction by court action.** The owner may only evict the tenant by a court action.

**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 tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give CAHMS 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 State or local law.

## **9. Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

## **10. Termination of Assistance**

CAHMS may terminate program assistance for the individual/family for any grounds authorized in accordance with state guidelines established by Nebraska Health and Human Services system. This includes individual/family failure to participate in an ongoing program of behavioral health services guided by an individualized service plan. If CAHMS terminates program assistance for the individual/family, the lease terminates automatically.

## **11. Individual/Family Move Out**

The tenant must notify CAHMS and the owner before the individual/family moves out of the unit.

## **12. Security Deposit**

- a) The owner may collect a security deposit from the tenant. (However, CAHMS may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such required restriction must be specified in the HAP contract.)
- b) When the individual/family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c) The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d) 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.

## **13. Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

## **14. Conflict with Other Provisions of Lease**

In case of any conflict between the provisions of this tenancy addendum and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of this tenancy addendum shall control.

## **15. Changes in Lease or Rent**

- a) The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give CAHMS a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b) In the following cases, tenant-based assistance shall not be continued unless CAHMS has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the individual/family moves to a new unit, even if the unit is in the same building or complex.

- c) CAHMS approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d) The owner must notify CAHMS of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or re-determined by CAHMS in accordance with CAHMS guidelines.

## 16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

## 17. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Individual/family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The rental assistance payments contract between CAHMS and the owner. CAHMS pays rental assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the individual/family and any CAHMS approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the individual/family who is a person with disabilities.)

**Housing Quality Standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs and utilized under this Regional Rental Assistance Program.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes this tenancy addendum.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Regional Rental Assistance program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus CAHMS rental assistance payment to the owner.

**Tenant.** The individual/family member (or members) who leases the unit from the owner.

## 18. Drug Free Housing

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

- a) Tenant, any member of the tenant's household, or a guest or other persons under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near leased premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).
- b) Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near leased premises.
- c) Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- d) Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near leased premises or otherwise.
- e) Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in act of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near leased premises.

- f) **Violation of the above provisions shall be a material violation of the lease and good cause for termination of tenancy.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
- g) In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Tenant.

*Sample*