

**Regional Rental Assistance Program  
Tenancy Addendum**



— TO BE ATTACHED TO LEASE —

**Tenant Name:** \_\_\_\_\_

**Owner Name:** \_\_\_\_\_

**Leased Unit:** \_\_\_\_\_

**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.
- 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.

**SIGNATURES:**

\_\_\_\_\_

*Tenant*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Tenant Legal Guardian (if applicable)*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Owner*

\_\_\_\_\_

*Date*