

HOME FAMILY HOUSING VOUCHER PROGRAM
APPENDIX H. LEASE ADDENDUM

1. HOME Family Housing Voucher Program

- a. The owner is leasing the rental unit to the tenant for occupancy by the tenant's household with financial assistance from the HOME Family Housing Voucher Program (HFVP). This project is funded by the State's Housing Opportunity Grant Program (HOP). The Champlain Valley Office of Economic Opportunity (CVOEO) administers the HOME Family Housing Voucher Program, which provides rental assistance for the tenant with dependent children.

_____ is the organization providing housing support services to the tenant.
- b. Use of this Lease Addendum is required for any and all rental assistance from the HOME Family Housing Voucher Program pursuant to 24 C.F.R. 576.106(e). Modification of this agreement is not permitted.
- c. Any terms of the rental agreement between the owner and the tenant that are contrary to the terms of this HOME Family Housing Voucher Program Lease Addendum are voidable for the term of the HOME Family Housing Voucher rental assistance. If there is a conflict between the terms of the lease and this Lease Addendum, the terms of the Addendum shall apply. Once the HOME Family Voucher period of rental assistance ends, formerly voidable lease terms that are not contrary to federal, state, and local law shall not be voidable.

2. Parties to the Agreement

- a. Owner
 - i. Name: _____
 - ii. Address for remittance of payments and correspondence: _____

 - iii. Telephone: _____
 - iv. Email address (optional): _____
- b. Champlain Valley Office of Economic Opportunity – Home Family Housing Voucher Administrator or representant Name:

- c. Tenant(s) Name(s): _____

3. HOME Family Housing Voucher Program: Rental Assistance

a. Term of Rental Assistance.

(1) Begins on (MM/DD/YY): _____

(2) Ends on (MM/DD/YY): _____

The end date of the term of the HOME Family Housing Voucher rental assistance is subject to change in accordance with subparagraph **(3)(b)**, below.

b. Initial HOME Family Housing Voucher rental assistance to owner: \$ _____

The amount of monthly housing assistance paid CVOEO to the owner is subject to change during the

HOME Family Housing Voucher Program Lease Addendum term in accordance with program requirements. The owner will be notified in writing of any changes to the amount or termination date of the rental assistance. In addition, the HOME Family Housing Voucher rental assistance may be subject to an extension. Prior to the end date in subparagraph (3)(a), CVOEO will notify the landlord and the tenant if the HOME Family Voucher rental assistance will be extended and the lease addendum will be modified at that time.

c. When the rental assistance terminates prior to the date listed in paragraph 3(a)(2):

(1) All tenants vacate. If all tenants vacate the contract unit and/or die, the HOME Family Housing Voucher rental assistance terminates automatically pursuant to 24 C.F.R. 576.106(h)(3). The owner and tenant(s) should notify CVOEO within 48 hours if the unit is vacant.

(2) Family break up. If the tenant family breaks up, HOME Family Housing Voucher rental assistance may terminate, or it may continue on behalf of family members who remain in the unit. CVOEO shall notify the landlord if the remaining tenant is eligible for continued assistance.

(3) Minimum standards. Housing must meet minimum habitability standards provided by 24 C.F.R. 576.403(c). If CVOEO determines that the owner has failed to bring the rental unit into compliance with the minimum habitability standards within a reasonable period of time, the HOME Family Housing Voucher rental assistance shall terminate.

(4) Termination of rental assistance by CVOEO. The tenant(s) may become ineligible for HOME Family Housing Voucher rental assistance. CVOEO shall notify the owner in writing if rental assistance is terminated. Termination of rental assistance does not constitute a termination of the lease agreement.

6. Supplemental Rental Agreement Terms

a. During the term of the HOME Family Housing Voucher Program Lease Addendum, the owner must give CVOEO a copy of any notice of termination given to the tenant(s) when given to the tenant. The owner must also give CVOEO a copy of any complaint used in Vermont Superior Court to commence an eviction action against the tenant(s) when filed.

b. Application of payments. The monthly rental assistance payment shall be credited against the monthly rent due to the owner for that month. It shall not be credited to late fees, charges for damages, rental

arrearages due to tenant non-payment, or any other such charges.

- c. Late Payments. CVOEO shall make timely payments to the owner in accordance with this agreement, using the same payment due date, grace period, and late payment penalty as provided for in the lease. CVOEO is solely responsible for paying late payment penalties caused by late payment of rental assistance. 24 C.F.R. 576.106(f).
- d. Security deposit. CVOEO shall make a payment to the owner of \$_____ as a security deposit, which shall be returned to the tenant in accordance with the lease between the tenant and the landlord. Pursuant to 9 V.S.A. § 4461, the landlord shall return the security deposit along with a written statement itemizing any deductions to a tenant within 14 days from the date of the tenant moving out.
- e. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking.
 - (1) Pursuant to the Violence Against Women Act (VAWA), an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as a serious or repeated violation of the rental agreement by the victim or threatened victim of such incident, nor shall lease violations that are a direct result of the fact that the tenant is or has been a victim be considered a substantial breach of the terms of the lease. 24 C.F.R. 5.2005(b, c).
 - (2) Limitations on VAWA protections.
 - i. Nothing in the lease or this Addendum contradicts the owner's obligation, when notified of a court order, to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking.
 - ii. The owner may terminate the tenancy for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the owner must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict.
 - iii. The owner may evict a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property would be present if that tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the standards provided in the definition of "actual and imminent threat" in 24 C.F.R. 5.2003.
 - iv. Any eviction under this section should be utilized only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

- (3) Emergency transfer. If CVOEO determines that a tenant is entitled to an emergency transfer pursuant to VAWA, CVOEO will notify the owner in writing that the program participant is entitled to protection under VAWA and that the rental agreement is terminated. If all tenants have vacated the unit, HOME Family Housing Voucher rental assistance will terminate. If any family members remain in the unit, CVOEO will work with the landlord to determine if the remaining family members are eligible for ongoing HOME Family Housing Voucher rental assistance if the landlord agrees to sign a new rental agreement with the remaining family members.
- (4) Lease Bifurcation. If CVOEO determines a tenant is eligible for “bifurcation” of the lease pursuant to VAWA, CVOEO will ask the owner to consent to bifurcation, in which the perpetrator of the incident(s) of domestic violence, dating violence, sexual assault, or stalking is removed from the lease. If the owner consents, the original rental agreement is terminated. The landlord enters into a new rental agreement and HOME Family Housing Voucher Program Lease Addendum with the remaining household member(s). Other than removing the perpetrator, the new lease and Addendum’s terms are the same as those of the original, including the termination date.

7. Prohibition on Discrimination

- a. The owner must not discriminate against the tenants in connection with this rental agreement and lease addendum because of race, color, religion, sex, national origin, age, marital status, familial status (i.e., because the tenant has one or more minor children), disability, sexual orientation, gender identity, or because a person is a recipient of public assistance.
- b. In accordance with VAWA and the Fair Housing Act, the owner may not deny rental housing, discriminate in the terms, conditions, or privileges of the rental of a dwelling, or evict a tenant on the basis of or as a direct result of the fact that the tenant or an affiliated individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.¹

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Owner: _____ Date: _____

CVOEO: _____ Date: _____

¹ Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.