
OMB Burden Statement. Public reporting burden for this collection of information is estimated to average 3 hours, including the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 92.253(a) and (d), under which the lease between the owner and the tenant must include a HUD-required HOME Investment Partnerships Program (HOME) Security Deposit Assistance Tenancy Addendum. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Community Planning and Development, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 92.253(a) and (d). The information is used to allow a participating jurisdiction to provide HOME Tenant-Based Rental Assistance under the HOME program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Part A: Program and Lease Information

1. HOME Security Deposit Assistance Program

- a. The HOME Security Deposit Rental Assistance Program provides direct and security deposit assistance of up to two month's rent to Tenants.
- b. The Owner is leasing the contract unit to the Tenant for occupancy by the Tenant with assistance under the HOME Program.
- c. Under the Security Deposit Assistance Program, the Participating Jurisdiction will provide HOME funds to the Owner or to the Tenant for the payment of the security deposit for renting the Unit.

2. Parties and Lease Term

- a. This tenancy addendum is entered into between the Owner _____ and the Tenant or household representative _____ under the authority of the Participating Jurisdiction for the Lease of _____ unit located at _____.

- b. The tenant(s) includes the following members in their household:

c. Lease term

(i) The Lease term begins on (mm/dd/yyyy) _____

(ii) The Lease term ends on (mm/dd/yyyy) _____

Part B: Tenancy Addendum

1. Addendum

- a. The terms of the HOME Security Deposit Assistance Tenancy Addendum shall prevail over any conflicting provisions of the Lease. The terms and conditions of the written Lease, the HOME Security Deposit Assistance Tenancy Addendum, the Violence Against Women Act (VAWA) addendum, and any addendum required by another Federal, State or local affordable housing program shall constitute and contain the sole and entire agreement between the Owner and the tenant. No prior or contemporaneous oral or written representation or agreement between the Owner and the tenant shall have legal effect.
- b. The Tenant shall have the right to enforce the tenancy addendum against the Owner.
- c. If the Lease for a Tenant who would be covered under the HOME Tenant-Based Rental Assistance Tenancy Addendum includes the terms of this Addendum due to error, then:
 - (i) the terms of the HOME Tenant-Based Rental Assistance Tenancy Addendum are incorporated by reference into this Addendum; and
 - (ii) the Tenant and Owner agree to be bound by the terms of the HOME Tenant-Based Rental Assistance Tenancy Addendum and not the terms of this Addendum.
- d. Where Federal, State, or local law provide tenant protections that are more stringent than the tenant protections contained within this HOME Security Deposit Assistance Tenancy Addendum, then the Owner must comply with the more stringent Federal, State or local requirements.

2. Definitions

- a. Addendum: The HOME Security Deposit Assistance Tenancy Addendum.
- b. Family: See [24 CFR 5.403](#).
- c. Household: See [24 CFR 5.100](#).
- d. HOME Program: The HOME Investment Partnership Program authorized under 42

USC 12701 et seq. with regulations at [24 CFR part 92](#).

- e. HOME Funds: Money granted to participating jurisdictions pursuant to the HOME Program's funding formula for eligible activities under [24 CFR Part 92](#).
- f. HUD: The U.S. Department of Housing and Urban Development.
- g. Lease: The written agreement between the Owner and the Tenant for the Lease of the unit to the Tenant. The Lease includes this tenancy addendum prescribed by HUD.
- h. Owner: The Owner of the property and lessor of the unit.
- i. Participating Jurisdiction: _____.
- j. Security Deposit: A deposit provided by the Tenant to the Owner as a condition of leasing the unit as defined by the local or state Tenant-landlord law covering the jurisdiction in which the unit is located.
- k. Tenant: The family member (or members) who leases the unit from the Owner.
- l. Unit: The housing unit rented by the Tenant with HOME Tenant-based rental assistance.

3. Prohibited Lease Terms

Where any provision of the Lease contains a provision that is substantively similar than the provisions listed in a through i below, the term shall have no legal effect and shall not be considered a term of the Lease. The following terms are prohibited from being considered part of the Lease or subject to enforcement under the Lease for a Tenant receiving HOME security deposit assistance:

- a. **Agreement to be Sued:** Any agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease.
- b. **Treatment of Property:** Any agreement by the Tenant that the Owner may take, hold, or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. However, this prohibition does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the housing unit after the Tenant has moved out of the unit. The Owner may dispose of this personal property in accordance with State law.
- c. **Excusing Owner from Responsibility:** Any agreement by the Tenant to not hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- d. **Waiver of Notice:** Any agreement by the Tenant that the Owner may institute a lawsuit without notice to the Tenant.

- e. **Waiver of Legal Proceedings:** Any agreement by the Tenant that the Owner may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense or without a court decision on the rights of the parties.
- f. **Waiver of a Jury Trial:** Any agreement by the Tenant to waive any right to a trial by jury.
- g. **Waiver of Right to Appeal Court Decision:** Any agreement by the Tenant to waive either the Tenant's right to appeal or to otherwise challenge in court a court decision in connection with the Lease.
- h. **Tenant Chargeable with Cost of Legal Actions Regardless of Outcome:** Any agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses and the court so orders.
- i. **Mandatory Supportive Services:** Any agreement by the Tenant (other than a Tenant in transitional housing) to accept supportive services that are offered.

Part C: Signatures

Print or Type Name of Owner

Signature

Date

Print or Type Name of Household Representative

Signature

Date