

Amendment to KDHAP Lease Addendum

- (1) The Tenant and Owner (the “Parties”) desire to amend the existing Katrina Disaster Rent Subsidy Contract Lease Addendum (“KDHAP Lease Addendum”) that was signed pursuant to the requirements of the Katrina Disaster Housing Assistance Program.
- (2) The parties recognize that the KDHAP Lease Addendum is amended, pursuant to this amendment, to reflect the requirements of the Disaster Voucher Program (“DVP”) as authorized pursuant to the Department of Defense Appropriations Act, 2006 (Public Law No. 109-148).
- (3) The parties agree to comply with the HUD requirements of the DVP, including the Operating Requirements of the DVP, beginning _____ [insert date]. HUD requirements are issued by HUD headquarters, as regulations, contracts, Federal Register notices or other binding program directives.
- (4) The KDHAP Lease Addendum is hereby amended as follows:
 - a. Where the Lease Addendum states “KDHAP” or “Katrina Disaster Housing Assistance Program,” replace with “DVP” or “Disaster Voucher Program.”
 - b. Where the Lease Addendum states “KDRS” or “KDRS contract,” replace with “DVP HAP” or “DVP HAP contract.”
 - c. Where the Lease Addendum states “rent subsidy payments,” replace with “housing assistance payments.”
 - d. Where the Lease Addendum states “Lease rent,” replace with “Rent to Owner.”
 - i. Section 3, add the following:
 1. (3)(b) After the first sentence reading, “The composition of the household must be approved by the PHA,” strike out the remaining language and replace with, “The family must promptly inform the PHA 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 the PHA.”
 2. (3)(e) The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family’s only residence. Members of the household may engage in legal profitmaking activities incidental to primary use of the unit for residence by members of the family.
 - ii. Section 4(c) is deleted and inserted in its place is the following language:
 1. 4(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:
 - a. The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
 - b. Rent charged by the owner for comparable unassisted units in the premises.
 - iii. Section 6, insert (a) in front of paragraph. Add the following sections:
 1. 6(b) Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
 2. 6(c) The owner may not require the tenant of family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
 - iv. Section 8 is deleted and replaced with the following language:
 1. Termination of Tenancy by Owner:
 - a. Requirements: The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
 - 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:
 - i. Serious or repeated violation of the lease;

- ii. 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;
 - iii. Criminal activity or alcohol abuse (as provided in paragraph 2); or
 - iv. Other good cause (as provided in paragraph 3).
- 2. Criminal activity or alcohol abuse:
 - a. 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:
 - i. 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);
 - ii. 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;
 - iii. Any violent criminal activity on or near the premises; or
 - iv. Any drug-related criminal activity on or near the premises.
 - b. The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - i. 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
 - ii. Violating a condition of probation or parole under Federal or State law.
 - c. 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.
 - d. 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.
- 3. Other good cause for termination of tenancy:
 - a. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
 - b. During the initial lease term or during any extension term, other good cause includes:
 - i. Disturbance of neighbors,
 - ii. Destruction of property, or
 - iii. Living or housekeeping habits that cause damage to the unit or premises.
 - c. After the initial lease term, such good cause includes:
 - i. The tenant's failure to accept the owner's offer of a new lease or revision;
 - ii. The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - iii. 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).

4. Eviction by court action. The owner may only evict the tenant by a court action.
5. Owner notice of grounds:
 - a. 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.
 - b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
 - c. 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.
- v. Section 9, in heading, add "Amended" before "KDRS." Delete the following language: "The maximum term of the lease may at no time exceed eighteen months."
- vi. Section 12(b) is deleted.
- vii. Section 15(d), "thirty days" is replaced with "sixty days."
- viii. Section 17, the definition of HUD requirements is amended to include "the Operating Requirements of the DVP."
- ix. Section 17, add the following definition: "**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-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 family who is a person with disabilities.)"

(5) Pursuant to the requirements of the DVP, the lease term must be for at least one year, but may be for a shorter term in accordance with HUD requirements. Accordingly, the parties agree to revise the initial lease term if required by the public housing agency to end on (mm/dd/yyyy): _____."

Signature: Tenant

Signature: Owner

Print or Type Name of Tenant

Print or Type Name of Owner

Signature

Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)