

APPENDIX 3  
MFPD MODEL RESIDENTIAL LEASE

1. PARTIES TO THE LEASE.  
The Secretary of Housing and Urban Development (HUD), by  
and through \_\_\_\_\_  
PROJECT MANAGEMENT, and \_\_\_\_\_,  
\_\_\_\_\_, Resident.
  
2. LEASED UNIT.  
UNIT \_\_\_\_\_ ADDRESS \_\_\_\_\_
  
3. LEASE TERM.  
The INITIAL TERM of this AGREEMENT begins on \_\_\_\_\_,  
and ends on the last day of \_\_\_\_\_. Thereafter,  
this AGREEMENT continues for successive terms of one  
month one year unless terminated as provided in  
paragraph 22. However, at the option of PROJECT  
MANAGEMENT, the Resident may occupy the LEASED UNIT in  
accordance with paragraph 7. Resident occupancy shall be  
subject to the terms of this AGREEMENT.
  

<ol style="list-style-type: none"> <li>4a. MAXIMUM NUMBER OF OCCUPANTS PERMITTED</li> <li>b. SECURITY DEPOSIT \$ _____</li> <li>c. RETURNED CHECK CHARGE \$ _____</li> <li>d. LATE FEE CHARGE \$ _____</li> <li>e. LOST KEY CHARGE \$ _____</li> <li>f. SECURITY DEPOSIT INTEREST %</li> </ol>	<ol style="list-style-type: none"> <li>6. RENT DUE EACH MONTH</li> <li>Market Rent \$ _____</li> <li>PLUS FEES:</li> <li>Parking \$ _____</li> <li>Storage _____</li> <li>Furniture _____</li> <li>Cable TV _____</li> <li>TOTAL FEES + \$ _____</li> <li>GROSS RENT DUE FROM RESIDENT(S) \$ _____</li> <li>LESS ALLOWANCES</li> <li>Assistance Payment \$ _____</li> <li>Utility Allowance _____</li> <li>TOTAL ALLOWANCE - \$ _____</li> <li>NET RENT DUE EACH MONTH \$ _____</li> </ol>
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  5. UTILITY CHARGES paid by:
 

	HUD	Resident
Heat		
Water & Sewer		
Electric		
Gas		
Fuel Oil		
_____		
_____		

7. Payment of NET RENT. If the LEASE TERM commences on other than the first of the month, Resident shall pay

\$ \_\_\_\_\_ for the partial month ending on \_\_\_\_\_.  
After that, Resident shall pay the NET RENT set forth  
above, on or after the first day of the month, by check  
or Money Order payable to "HUD" and delivered to:

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8. NET RENT Changes. The NET RENT may be changed during the term of this AGREEMENT if HUD changes any allowance for utilities or services considered in computing the NET RENT. PROJECT MANAGEMENT shall implement changes in the NET RENT in accordance with the time frames and administrative procedures set forth in HUD handbooks, instructions and regulations related to administration of projects under HUD's Multifamily Property Disposition Program.

9. Charges for Utilities and Services. The Resident agrees that paragraph 5 accurately lists the utilities and services paid by HUD and those paid directly by the Resident.

A. The Resident must pay for the utilities marked by "X". The Resident agrees to make payments for these utilities promptly to the appropriate utility company(ies). Addresses of these companies are provided in an Attachment to this AGREEMENT.

B. The items marked by "X" to be paid by HUD are included in the NET RENT.

10. Additional Charges.

A. The charges discussed in this paragraph are in addition to the NET RENT and are due and payable when assessed. However, payments received from Resident shall first be applied to delinquent NET RENT, then NET RENT currently due, and then to additional charges.

B. If PROJECT MANAGEMENT does not receive the full amount of the NET RENT by the end of the 5th day of

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the month, PROJECT MANAGEMENT shall add the LATE FEE charge, in the amount stated in paragraph 4, on the

6th day of the month.

- C. If PROJECT MANAGEMENT does not receive the full amount of the NET RENT by the end of the 10th day of the month, PROJECT MANAGEMENT shall add an additional LATE FEE charge, in the amount stated in paragraph 4, on the 11th day of the month.
  - D. Resident shall pay the RETURNED CHECK FEE provided in paragraph 4 on any check not honored for payment.
  - E. Payments received from Resident shall first be applied to NET RENT, and then to LATE FEES and other miscellaneous fees.
  - F. PROJECT MANAGEMENT may not terminate this AGREEMENT solely for Resident's failure to pay LATE FEES or other miscellaneous fees, but may terminate this AGREEMENT for non-payment of NET RENT, as explained in paragraph 22.
  - G. Resident shall pay for damage to the premises in accordance with paragraph 15 of the LEASE.
  - H. Resident shall pay costs awarded by the court in a suit, action or proceeding brought by HUD or PROJECT MANAGEMENT.
11. Security Deposits. The Resident has deposited the amount set forth in paragraph 4c as the security deposit for the period the Resident occupies the unit.

After the Resident has permanently moved from the unit, the PROJECT MANAGEMENT shall inspect the unit, complete a Unit Inspection Report, and determine whether the Resident is eligible for a refund of any or all of the security deposit. The Resident is encouraged to participate in the inspection. The amount of the refund shall be determined in accordance with the following:

- A. The Resident shall be eligible for a refund of the security deposit only if the Resident provided the PROJECT MANAGEMENT with at least the 30-day written notice of intent to move as required in paragraph 22, unless the Resident was unable to give the notice for reasons beyond his/her control.

- B. The PROJECT MANAGEMENT shall refund to the Resident the amount of the security deposit, plus interest if

any, computed at the percentage rate per annum set forth in paragraph 4g, less any amount needed to pay the cost of:

1. NET RENT and sums due in accordance with paragraph 12;
  2. Damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report completed upon move-in or execution of this LEASE AGREEMENT, which is attached hereto;
  3. Charges for late payment of NET RENT and returned checks, as described in paragraph 10;
  4. Charges for unreturned keys, as stated in paragraph 4e.
  5. Damage to the premises in accordance with paragraph 15 of the LEASE; and
  6. Costs awarded by the court in a suit, action or proceeding brought by HUD or PROJECT MANAGEMENT.
  7. Other charges that become due under this AGREEMENT.
- C. The PROJECT MANAGEMENT shall refund the amount computed in paragraph 11b within 30 days after the Resident has permanently moved out of the unit, returned possession of the unit to the PROJECT MANAGEMENT, and given his/her new address to the PROJECT MANAGEMENT. The PROJECT MANAGEMENT shall also give the Resident a written list of charges that were subtracted from the security deposit.
- D. If the LEASED UNIT is rented to more than one individual, it is agreed that the refund of the security deposit, if any, shall be by joint check, i.e., a check in the name of the parties, and the details of dividing the refund shall be worked out by the parties named on the check.
12. Resident Obligation to Repay. If the Resident submits false information or omits or fails to provide all necessary information on any application, certification or request for interim adjustment or does not report

required by this AGREEMENT, and as a result is charged a NET RENT less than the amount required by HUD's rent formula, the Resident agrees to reimburse HUD for the difference between the NET RENT he/she should have paid and the NET RENT he/she actually paid. The Resident is not required to reimburse HUD for undercharges caused solely by PROJECT MANAGEMENT'S failure to follow HUD's procedures for computing NET RENT or assistance payments.

13. Condition of Dwelling Unit and Rental Abatement Based Thereon. By signing this AGREEMENT, the Resident acknowledges that, except as described on the Unit Inspection Report which is Attached to this AGREEMENT, the unit is safe, clean and in good condition, and all appliances and equipment in the unit are in good working order. The Resident also agrees that the PROJECT MANAGEMENT has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report. If a rental abatement based upon deficiencies listed in the Unit Inspection Report has been given to the Resident, such abatement will terminate as follows:

- a. Once each deficiency is repaired, that portion of the abatement attributable to that deficiency will be withdrawn and the rent will rise.
- b. After all deficiencies are repaired, the abatement will be totally withdrawn and the rent will rise to the normal level stated in the lease.

14. Maintenance.

- A. The PROJECT MANAGEMENT shall undertake, arrange for contractors to undertake, or inform HUD of the need for HUD to procure contractors to undertake, the following tasks:
  - 1. Regularly clean and maintain all common areas of the project;
  - 2. Collect and remove trash and garbage;
  - 3. Provide extermination services, as necessary;
  - 4. Make necessary repairs to the LEASED UNIT and bring the LEASED UNIT, and any common areas into a safe condition within a reasonable time after

the Resident notifies the PROJECT MANAGEMENT of the need for repairs, or the PROJECT MANAGEMENT otherwise becomes aware of the need for the repairs; and if action has not been taken to address the deficiency noted by Resident within three (3) days of notification from Resident, the PROJECT MANAGEMENT shall notify Resident of actions to be taken to correct deficiencies reported.

B. The Resident shall:

1. Keep the LEASED UNIT clean;
2. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
3. Give PROJECT MANAGEMENT prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the LEASED UNIT or related facilities, and, after work has been completed in response to such notification, sign a work order to indicate completion of the work.
4. Promptly remove garbage and other waste from the LEASED UNIT in a clean and safe manner.

C. The Resident shall not:

1. Install additional or different locks or gates on any doors or windows of the unit without PROJECT MANAGEMENT's written permission. If the PROJECT MANAGEMENT approves the Resident's request to install such locks, the Resident shall provide PROJECT MANAGEMENT with a key for each lock within 24 hours of its installation.
2. Do any of the following without first obtaining the PROJECT MANAGEMENT'S written permission:
  - a. Change or remove any part of the appliances, fixtures, equipment, in the LEASED UNIT;
  - b. Paint or install wallpaper or contact paper in the unit;
  - c. Attach awnings or window guards in the unit;

- d. Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the project grounds;
  - e. Install washing machines, clothes dryers, fans, heaters or air conditioners in the LEASED UNIT; or
  - f. Place any aerials, antennas or other electrical connections on the LEASED UNIT.
15. Resident Caused Damages. Whenever damage is caused by carelessness, misuse, or neglect on the part of the Resident, his/her family, visitor(s) or other individuals under the Resident's control, the Resident agrees to pay:
- A. The cost of all repairs and do so within 30 days after receipt of the PROJECT MANAGEMENT's written demand for the repair charges; and
  - B. The NET RENT for the period the unit is damaged whether or not the LEASED UNIT is habitable.
16. General Restrictions.
- A. The Resident must live in the unit and the unit must be the Resident's only place of residence. The Resident shall use the premises only as a private dwelling for himself/herself and the individuals listed on this lease. Other individuals may reside in the unit only after obtaining the PROJECT MANAGEMENT's prior written approval. The Resident shall not:
    - 1. Sublet or assign the LEASED UNIT, or any part of the LEASED UNIT;
    - 2. Have pets or animals of any kind in the LEASED UNIT without the PROJECT MANAGEMENT'S prior written permission, or
  - B. The Resident, any member of the Resident's household, or a guest or other person under the Resident's control, shall not, in the LEASED UNIT, common areas and elsewhere on or near the project:
    - 1. Engage in criminal activity on the project.

2. Engage in or permit any drug-related criminal activity.
  3. Litter the grounds and common areas of the project.
  4. Destroy, deface, damage or remove any part of the LEASED UNIT, common areas, or project grounds;
  5. Make or permit noises or acts that shall disturb the rights or comfort of neighbors, and thus agree(s) to keep the volume of any musical instrument, radio, phonograph, cassette player, CD-player, television and other similar device at a level which does not disturb the neighbors.
17. House Rules. The Resident shall comply with the attached House Rules and additional rules established after the effective date of this AGREEMENT which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of all residents and their guests. Resident shall receive written notice of any additional rule(s) at least 30 days before the rule(s) is/are enforced, unless a shorter period is necessary on an emergency basis.
18. Size of Dwelling. The Resident understands that HUD requires the PROJECT MANAGEMENT to assign LEASED UNITS according to the size of the household. If the Resident is or becomes eligible for a different size LEASED UNIT, and the required unit becomes available, the Resident shall:
- A. Move within 30 days after the PROJECT MANAGEMENT notifies him/her that a LEASED UNIT of the required size is available within the project; or
  - B. Elect to remain in the same LEASED UNIT, pay the market rent, and execute a new lease.
19. Access. The PROJECT MANAGEMENT shall enter the LEASED UNIT only during reasonable hours, shall provide reasonable advance notice of his/her intent to enter the LEASED UNIT, and shall enter the LEASED UNIT only after receiving the Resident's consent to do so, except when emergency situations make such notices impossible or except under paragraph c. below.

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- A. The Resident shall permit the PROJECT MANAGEMENT, or

other persons authorized by HUD, to enter the LEASED UNIT for the purpose of making reasonable repairs and periodic inspections.

- B. After the Resident has been given a notice of intent to move, the Resident agrees to permit the PROJECT MANAGEMENT to show the LEASED UNIT to prospective residents during reasonable hours.
  - C. If the Resident permanently moves, vacates or abandons the LEASED UNIT before the termination date specified in paragraph 3, PROJECT MANAGEMENT may terminate this AGREEMENT and may enter the LEASED UNIT, to decorate, remodel, alter or otherwise prepare the LEASED UNIT for occupancy by another Resident, and may rent the leased unit.
20. Hazards. The Resident shall not undertake, or permit his/her family or guests to undertake any hazardous acts or do anything that shall jeopardize the health and/or safety of other residents and/or guests and/or the property. If the LEASED UNIT is damaged by fire, wind, or rain to the extent that the LEASED UNIT cannot be lived in and the damage is not caused or made worse by the Resident, the Resident shall be responsible for NET RENT only up to the date of the occurrence. Additional NET RENT shall not accrue until the LEASED UNIT has been repaired to a livable condition, unless the Resident is moved into another suitable unit.
21. Discrimination Prohibited. HUD shall not discriminate based upon race, color, religion, national origin, sex, age, handicap, and familial status.
22. Termination of Tenancy.
- A. Termination of tenancy under this provision by a Resident can occur only on the last day of any month, unless otherwise approved in writing by the PROJECT MANAGEMENT. To terminate this AGREEMENT, the Resident must give the PROJECT MANAGEMENT at least a 30-day written notice before moving from the LEASED UNIT. If Resident vacates the LEASED UNIT before the end of the month, no proration of NET RENT is allowed.
  - B. Termination of tenancy by the PROJECT MANAGEMENT shall be carried out in accordance with HUD

regulations, State and local law (unless preempted by HUD) and the terms of this AGREEMENT. HUD may terminate this AGREEMENT only for:

1. The Resident's material noncompliance with the terms of this AGREEMENT;
  2. The Resident's material failure to carry out obligations under any State or local Landlord and Resident Act: or
  3. Other good cause which includes but is not limited to the Resident's refusal to accept any HUD proposed change to this AGREEMENT. Termination for "other good cause" may only be effective as of the end of any initial or successive term.
- C. Material noncompliance includes, but is not limited to:
1. Nonpayment of NET RENT beyond any grace period available under State law;
  2. Failure to reimburse the PROJECT MANAGEMENT within 30 days for repairs made under paragraph 15 of this AGREEMENT;
  3. Repeated late payment of NET RENT;
  4. Permitting unauthorized persons to live in the unit;
  5. Serious or repeated damage to the LEASED UNIT or common areas;
  6. Creation of physical hazards, serious or repeated interference with the rights and quiet enjoyment of other residents;
  7. Failure to timely repay unauthorized assistance payments;
  8. Resident, guests, or any member of the household engaging in criminal activity, including drug-related criminal activity;

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9. Knowingly giving false information regarding income or other factors considered in determining

the NET RENT.

- D. If the PROJECT MANAGEMENT proposes to terminate this AGREEMENT, the PROJECT MANAGEMENT agrees to give the Resident written notice of the proposed termination. If the PROJECT MANAGEMENT is terminating this AGREEMENT for "other good cause," the termination notice must be received by the Resident at least 30 days before the date the Resident shall be required to move from the leased unit. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law.
  - E. Acceptance of NET RENT with knowledge of good cause for termination of this lease shall not be considered a waiver of HUD's right to terminate this lease.
  - F. All Termination Notices shall:
    - 1. Specify the date this AGREEMENT will be terminated;
    - 2. State the grounds for termination with enough detail for the Resident to prepare a defense; and
    - 3. Advise the Resident of his/her right to defend the action in court.
  - G. If an eviction is initiated, HUD and the PROJECT MANAGEMENT agree to rely only upon those grounds cited in the termination notice required by paragraph 22c.
23. Death of Resident. In the event of the death of the Resident, if the leased unit is not vacated by the end of the month in which the Resident dies, executors, administrators, successors, and assignees of the Resident shall be bound to pay the NET RENT for the unit for all days until the LEASED UNIT is vacated.
24. Contents of this AGREEMENT. This AGREEMENT and its Attachments make up the entire AGREEMENT between the Resident and HUD regarding the LEASED UNIT. If any Court declares a particular provision of this AGREEMENT to be invalid or illegal, all other terms of this AGREEMENT

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shall remain in effect and both HUD and the Resident shall continue to be bound by them.

25. Change in AGREEMENT.

- A. HUD may change the terms and conditions of this AGREEMENT.
- B. Any changes shall become effective only at the end of the initial term or a successive term.
- C. The PROJECT MANAGEMENT must notify the Resident of any change and must furnish the Resident a new AGREEMENT or any amendment to the existing AGREEMENT.
- D. The Resident must receive such notice at least 30 days before the proposed effective date of the change.
- E. The Resident may accept the changed terms and conditions by signing the new AGREEMENT or the amendment to the existing AGREEMENT and returning it to the PROJECT MANAGEMENT.
- F. The Resident may reject the changed terms and conditions by giving the PROJECT MANAGEMENT written notice that he/she intends to terminate the tenancy.
- G. If the Resident does not accept the amended AGREEMENT HUD may require the Resident to move from the project, as provided herein.

26. Keys. When this AGREEMENT ends, Resident agrees to return all keys to the dwelling unit to the PROJECT MANAGEMENT. The PROJECT MANAGEMENT shall charge the Resident the LOST KEY CHARGE specified in paragraph 4e for each key lost or not returned.

27. Attachments to the AGREEMENT. The Resident(S) has/have received a copy of this AGREEMENT and the following Attachments to this AGREEMENT and understand(s) that these Attachments are part of this AGREEMENT.

Unit Inspection Report.  
House Rules.  
Utility Company Addresses.  
Attachment to Lease for Assisted Residents, dated

28. Penalties for Submitting False Information.

If the resident deliberately submits false information regarding income, family composition or other data on which resident's eligibility or net rent is determined, HUD may require the resident to pay the market rent for as long as the resident remains in the project.

In addition, the resident could be subject to penalties provided under federal law which include fines of up to \$5,000 and imprisonment for up to two years.

29. Privacy Act.

HUD is authorized to collect the information in this AGREEMENT by Section 6311 of Title 5 of the U.S. Code. The Housing and Community Development Act of 1987, 42 USC 3543 authorized HUD to collect the Social Security Number (SSN). The primary use of this information is to record your use of the unit listed in this lease. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions; to other Federal agencies when conducting an investigation on you for employment or security reasons; and to collection agents or the internal Revenue Service if you fail to pay your NET RENT. It will not be otherwise disclosed or released outside of HUD, except as required or permitted by law. The information requested on this form is mandatory, including the Social Security Number. Failure to provide any of the required information may result in HUD not leasing you this unit.

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30. Signatures.

Resident(s) Date	Social Security Number(s)	Date	PROJECT MANAGEMENT
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NOTE: Resident(s) are encouraged to purchase Renter's Insurance.

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LEASE AGREEMENT - ADDENDUM FOR ASSISTED RESIDENTS

1. PARTIES TO THE LEASE.  
The Secretary of Housing and Urban Development (HUD), by  
and through \_\_\_\_\_,  
PROJECT MANAGEMENT, and \_\_\_\_\_,  
\_\_\_\_\_, Resident.
2. LEASED UNIT.  
UNIT \_\_\_\_\_ ADDRESS \_\_\_\_\_.
3. Assisted Rent. The Resident understands that the NET RENT paid by the Resident is less than the market (unsubsidized) rent due on the LEASED UNIT. This lower NET RENT is available because:
  - A. The mortgage on this project is subsidized by HUD, and/or
  - B. HUD makes assistance payments on behalf of the Resident based on a completed Form HUD-50059.
4. Assistance Payment. The amount, if any, that HUD makes available monthly on behalf of the Resident is called resident assistance and shown on the Assistance Payment line of the Certification and Recertification of Resident Eligibility Form which is attached to this AGREEMENT.
5. Changes to Assistance Payment. The Resident agrees that the amount of assistance given or allowed by HUD on behalf of the Resident may be changed during the term of this AGREEMENT if:
  - A. There are any changes in Resident's income, the number of persons in the Resident's household, or other factors considered in calculating the Resident's ASSISTANCE PAYMENT, and HUD procedures provide that the Resident'S NET RENT or assistance be adjusted to reflect the change;
  - B. Changes in the Resident's contribution to rent or assistance are required by HUD's recertification or subsidy termination procedures;

C. HUD's procedures change for computing the Resident's ASSISTANCE PAYMENT;

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- D. The Resident fails to provide accurate, complete, and timely information on Resident income, family composition or other factors, as required by HUD.
6. Income Recertification. If the Resident is in occupancy on the \_\_\_\_ day of \_\_\_\_\_, the PROJECT MANAGEMENT shall request the Resident to report the income and composition of the Resident's household and to supply any other information required for the purpose of determining the Resident's NET RENT and assistance, if any. The Resident agrees to provide accurate and complete statements of this information and to do so by the date specified in the PROJECT MANAGEMENT's request. The PROJECT MANAGEMENT shall verify the information supplied by the Resident and use the verified information to recompute the amount of the Resident's contribution to rent and assistance, if any. If the Resident does not submit the required recertification information by the date specified in the PROJECT MANAGEMENT's request, HUD shall:
- A. Require the Resident to pay the market rent for the unit, and/or
  - B. Implement any increase in NET RENT resulting from the recertification processing without providing the 30 day notice otherwise required by this AGREEMENT.
7. Decrease in Family Income. The Resident may report any decrease in income or any change in other factors considered in calculating the Resident's contribution to NET RENT.
- A. The PROJECT MANAGEMENT may refuse to process an interim recertification when the Resident reports a decrease in income only if:
    - 1. The decrease was caused by a deliberate action of the Resident to avoid paying NET RENT, or
    - 2. The PROJECT MANAGEMENT receives confirmation that the decrease shall last less than a month.
  - B. The PROJECT MANAGEMENT may DELAY (but not refuse) processing an interim recertification if the PROJECT MANAGEMENT has confirmation that the Resident's income

shall be partially or fully restored within two months. Processing may be delayed only until the new income is known. If the PROJECT MANAGEMENT so chooses to delay processing:

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1. During the period from the date the Resident reports the decrease in income until the date the processing of the recertification is completed, the PROJECT MANAGEMENT may not evict the Resident for non-payment of any NET RENT due for that period of delay.  
However, this does not constitute a prohibition against eviction for any reason unrelated to the decrease in income which is prompting the interim recertification, or for any reason unrelated to non-payment of NET RENT.  
After processing the recertification, PROJECT MANAGEMENT shall notify the Resident in writing of any resident contribution to NET RENT due for the period of delay.  
  
If the Resident fails to pay it within 30 days after the notification is made, the PROJECT MANAGEMENT can pursue eviction for non-payment of NET RENT for that period of time.
  2. Once the processing of the recertification is completed, any reduction of rent shall be made retroactive to the first of the decrease.
8. Resident's Requirement to Notify PROJECT MANAGEMENT of Changes. If any of the following changes occur, the Resident agrees to advise the PROJECT MANAGEMENT:
- A. A new household member moved into or a member of the household moved out of the unit.
  - B. A member of the household who is \_\_\_\_\_ years old or older who was reported as unemployed on the most recent certification or recertification obtains employment.
  - C. The household's income increases by \$40 or more a month during the period of the lease after HUD has reduced the NET RENT because of a decrease in income reported pursuant to paragraph 7 has increased.
9. Termination of Assistance. The Resident understands that assistance made available on his/her behalf may be terminated and the Resident's NET RENT recomputed if any of

the following events happen.

In addition, if the Resident's assistance is terminated because of criteria A. or B. below, the Resident shall be required to pay the market rent for the LEASED UNIT.

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- A. The Resident deliberately submits false information on any application, certification, recertification or request for interim adjustment for the purpose of obtaining a higher assistance or lower NET RENT.
  - B. The Resident does not provide any of the information or reports required herein.
  - C. The amount the Resident would be required to pay toward NET RENT and utilities under HUD rules and regulations equals the Family Gross Rent shown on the attached Form HUD-50059.
10. Notice of Proposed Termination Due to Violations of the Provisions in this Attachment. PROJECT MANAGEMENT shall give the Resident written notice of the proposed termination.
11. Reinstatement of Assistance. Termination of assistance shall not affect the Resident'S other rights under this AGREEMENT, including the right to occupy the LEASED UNIT.
- If assistance is terminated pursuant to this AGREEMENT, assistance may subsequently be reinstated if the Resident submits the income or other data required by HUD procedures, HUD determines the Resident is eligible for assistance, and assistance is available.
12. Assistance Not Available Due to Uninhabitable Conditions Caused by Resident. The Resident understands that assistance shall not be available for any period in which the LEASED UNIT is not habitable, as a result of Resident caused damages, See paragraph 15 of the LEASE AGREEMENT. For any such period, the Resident agrees to pay the Gross Rent Due, rather than the Resident NET RENT shown in paragraph 6.
13. General Restrictions. The Resident must live in the unit and the unit must be the Resident's only place of residence. The Resident shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Certification and Recertification of Resident Eligibility. The Resident agrees to permit other

individuals to reside in the unit only after obtaining the prior written approval of the PROJECT MANAGEMENT.

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14. Signatures

Resident Date	Social Security Number(s)	Date	PROJECT MANAGEMENT
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NOTE: Resident(s) are encouraged to purchase Renter's Insurance.

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LEASE AGREEMENT - ADDENDUM FOR RENTAL ABATEMENT

1. PARTIES TO THE LEASE.  
The Secretary of Housing and Urban Development (HUD), by and through \_\_\_\_\_, PROJECT MANAGEMENT, and \_\_\_\_\_, Resident.
2. LEASED UNIT.  
UNIT \_\_\_\_\_ ADDRESS \_\_\_\_\_
3. Abatement amount. The aggregate rental abatement subtracted from the NET RENT is comprised of rental abatements based upon the below listed deficiencies, which are more fully described in the Unit Inspection Report.

Deficiency	Monthly Abatement Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____

4. Termination of Rental Abatement. The aforementioned rental abatements shall terminate as follows:

- a. When each deficiency is repaired, that portion of the abatement attributable to that deficiency will be terminated and the NET RENT will rise by the amount of the terminated rental abatement.
- b. After all deficiencies are repaired, the abatement will have been terminated in total and the NET RENT will have risen to the NET RENT level stated in Paragraph 6 of the lease.

5. Condition of Dwelling Unit and Rental Abatement Based Thereon. By signing this AGREEMENT, the Resident acknowledges that, except as described herein and listed on the Unit Inspection Report, the unit is safe, clean and in good condition, and all appliances and equipment in the unit are in good working order. The Resident also agrees that the PROJECT MANAGEMENT has made no promises to

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decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

6. Signatures

Resident(s)

Date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Project Manager

Date

