

HOME/NATIONAL HOUSING TRUST FUND LEASE ADDENDUM

Property Name:	
Tenant:	
Landlord:	
Unit No. or Address:	
Date of Lease:	

This HOME/National Housing Trust Fund Lease Addendum (“Addendum”) effective as of the date entered above modifies and is made part of a Lease between the Tenant and Landlord for the housing unit indicated. This Addendum is intended to ensure compliance with certain requirements of the HOME Investment Partnership (HOME) Program contained within 24 CFR 92.253 and/or the National Housing Trust Fund (NHTF) Program contained within 24 CFR 93.303.

In the event of a discrepancy between the Lease and this Addendum, the provisions of this Addendum will control.

Section 1. Term of Lease: The HOME and NHTF Programs require that tenants be offered a lease term of not less than one (1) year. Tenant may, by mutual agreement with Landlord, agree to a shorter lease term. However, Landlord cannot refuse to provide a one (1) year lease or process an application differently because a prospective tenant has requested a one (1) year lease.

Tenant should check one of the following boxes and initial:

_____ (initials) The lease term offered by Landlord and agreed to by Tenant is for at least one (1) year.

OR

_____ (initials) I, the Tenant, understand that the HOME/NHTF program gives me the right to a lease of not less than one (1) year and that my application cannot be rejected for requesting a one (1) year lease. However, I have voluntarily agreed to a lease term of _____ months.

Section 2. Notice of Rent Increases: Notwithstanding anything to the contrary in the Lease, Landlord must provide not less than 30 days written notice to the Tenant of any increase in rent. Additionally, any rent increase is subject to all applicable state and local laws.

Section 3. Termination or Refusal to Renew Lease: In no event may the Landlord terminate or refuse to renew the Lease other than for good cause including serious or repeated violations of the Lease. In any event, the Landlord must provide not less than 30 days written notice to the Tenant prior to the termination or refusal to renew the Lease.

Section 4. Non-Discrimination: The Landlord shall not discriminate against any Tenant because of race, religion, color, national origin, sex, age, veteran status, disability, familial status, marital status, actual or perceived sexual orientation, and actual or perceived gender identity.

Section 5. URLTA: Both the Landlord and the Tenant agree to comply with the provisions of the Kentucky Uniform Residential Landlord Tenant Act (URLTA) as codified at KRS 383.500-383.715. To the extent that any provision of the Lease or this Addendum is in conflict with URLTA, the provisions of URLTA shall control.

Section 6. Prohibition Provisions: To the extent that the Lease contains any of the following provisions, those provisions are null and void:

- (1) Any agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Landlord in a lawsuit brought in connection with the Lease;
- (2) Any agreement by the Tenant that the Landlord 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. This prohibition, however, 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 Landlord may dispose of this personal property in accordance with Kentucky law;
- (3) Any agreement by the Tenant not to hold the Landlord or the Landlord's agents legally responsible for any action or failure to act, whether intentional or negligent;
- (4) Any agreement of the Tenant that the Landlord may institute a lawsuit without notice to the Tenant;
- (5) Any agreement by the Tenant that the Landlord 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 before a court decision on the rights of the parties;
- (6) Any agreement by the Tenant to waive any right to a trial by jury;
- (7) Any agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
- (8) 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 Landlord against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses; and
- (9) Any agreement by the Tenant, other than in a Tenant in transitional housing, to accept supportive services that are offered.

Section 7. Inspections by Kentucky Housing Corporation and Federal Authorities: In addition to any other inspection rights in the Lease and subject to any notice provisions within the Lease or required by applicable state and local laws, the Landlord shall have the right to inspect the housing unit and to permit the Kentucky Housing Corporation, HUD, HUD's Office of Inspector General, or the Government Accountability Office or any of their designees to inspect the unit for the purposes of ensuring compliance with HOME and NHTF property standards.

Section 8. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

Section 8.1. Definitions: For the purpose of this Section, the definitions used in 24 CFR 5.2003 shall apply.

Section 8.2. Prohibited Bases for Termination and Construction of Lease Terms.

1. The Landlord may not deny assistance under, terminate participation in, or evict from housing a Tenant on the basis or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the Tenant otherwise qualifies for assistance, participation, or occupancy.
2. Tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
 - i. The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
 - ii. The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.
3. An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:
 - i. A serious or repeated violation of a lease by the victim or threatened victim of such incident; or
 - ii. Good cause for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such incident.

Section 8.3. Lease Bifurcation.

1. The Landlord may, in accordance with the other provisions of this Section, bifurcate a lease or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:
 - i. Without regard to whether the household member is a signatory to the lease; and
 - ii. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.
2. A lease bifurcation, as provided in this Section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the HOME or NHTF Programs.
3. If a family separates under the provisions of this Section, the remaining tenant(s) may remain in the unit.

Section 8.4. Emergency Transfers: A Tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking qualifies for an emergency transfer under Landlord's Emergency Transfer Plan if the tenant expressly requests the transfer and:

1. The Tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains in the same dwelling unit the Tenant is currently occupying; or
2. In the case of a Tenant who is the victim of sexual assault, either the Tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains in the same dwelling unit the Tenant is currently occupying, or the

sexual assault occurred on the premises during the 90 calendar day period preceding the date of the request for transfer.

Section 8.5. Documenting the Occurrence of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

1. If Tenant represents to Landlord that Tenant is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections or remedies listed in this Section, Landlord may request, in writing, that Tenant submit to Landlord the documentation specified in this Section.
2. If Tenant does not provide the documentation requested above within 14 business days after the date Tenant receives a request for such documentation from Landlord, nothing in this Section may be construed to limit the authority of Landlord to perform any of the following:
 - i. Deny admission to the HOME or NHTF program or assistance under the HOME or NHTF program to the Tenant;
 - ii. Terminate Tenant's participation in the HOME or NHTF program; or
 - iii. Evict Tenant or a lawful occupant that commits a violation of the Lease.
3. Landlord has the discretion to extend the 14 business day deadline described in this Section.
4. Tenant may submit any of the following as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking:
 - i. HUD form 5382 titled "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation;" or
 - ii. A document:
 - a. Signed by Tenant;
 - b. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or mental health professional (collectively "Professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse; and
 - c. That specifies, under penalty of perjury, that the Professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this Section, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking; or
 - iii. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
 - iv. At the discretion of Landlord, a statement or other evidence provided by Tenant.
5. Tenant has the sole discretion which form of documentation to submit.
6. Any information submitted to Landlord under this Section, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, ("Confidential Information") shall be maintained in strict confidence by Landlord. Landlord shall not allow any individual administering assistance on behalf of the Landlord or any persons within their employ (e.g., contractors) or in the employ of the Landlord to have access to Confidential Information unless explicitly authorized by the covered housing provider for reasons that specifically call for these individuals to have access to Confidential Information under

applicable Federal, State, or local law. Landlord shall not enter Confidential Information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is (i) requested or consented to in writing by the individual in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

Section 8.6. Limitations of Protections of this Section.

1. Nothing in this section limits the authority of a covered housing provider, 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, or the distribution or possession of property among members of a household.
2. Nothing in this section limits any available authority of a Landlord to evict or terminate assistance to a Tenant 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, Landlord 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 or terminate assistance.
3. Nothing in this section limits the authority of a Landlord to terminate assistance to or evict Tenant if Landlord can demonstrate an actual and imminent threat to other Tenants or those employed at or providing service to property of the Landlord would be present if Tenant or other lawful occupant is not evicted or terminated from assistance. 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 CFR 5.2003.
4. Any eviction or termination of assistance, as provided in this Section should be utilized by Landlord 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.

By signing below, this Tenant and Landlord (or Landlord’s duly authorized representative pursuant to the terms of the Lease) hereby agree to this Addendum.

<i>Signature of Tenant:</i>	<i>Date:</i>
<i>Signature of Tenant:</i>	<i>Date:</i>
<i>Landlord/Landlord’s Representative:</i>	<i>Date:</i>