



HOME Tenancy Lease Addendum

Per the HOME Final Rule, this lease addendum is required for tenants in HOME-assisted units at properties with HOME funds committed on or after **October 30, 2025**. This addendum must be present in the tenant's file at move-in and any subsequent recertifications.

Landlord/Property Name:

Tenant Name(s):

Unit Number and Address:

Per HOME regulations 24 CFR §92.253(a), there must be a written lease between the Tenant and the Owner/Landlord of rental housing assisted with HOME funds that is for a period of not less than one year, unless by mutual agreement between the Tenant and the Owner/Landlord, a shorter period is specified. Any changes to the lease must be in writing.

I, resident, understand my rights to a one-year lease term as a HOME-assisted household. I affirm that I was offered a one-year lease term/renewal option, and this term was mutually agreed upon on this date_____.

Resident initials: _____

The resident has been offered a one-year lease term and has elected a:

- ☐ One-year Lease
- ☐ Six-month lease
- ☐ Month-to-month
- ☐ Other lease term:

This lease addendum adds the following paragraphs to the Lease between the Tenant and Owner/Landlord referred to above.



Purpose of the Addendum

The lease for the above-referenced unit is being amended to include the provisions of this addendum because the Tenant has been approved to occupy a HOME-assisted unit.

Conflict with Other Provisions of the Lease

The terms of the HOME Tenancy Lease Addendum shall prevail over any conflicting provisions of the lease. The terms and conditions of the written lease, the HOME Tenancy Addendum, the VAWA lease 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/Landlord and the Tenant and no prior or contemporaneous oral or written representation or agreement between the Owner/Landlord or Tenant shall have legal effect.

Terms of the Lease

The term shall begin on _____ and shall continue until: (1) the Lease is terminated by the Owner/Landlord in accordance with applicable state and local Tenant/Landlord laws; (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease.

Rent

The Tenant agrees to pay the contract rent amount of \$_____ per month for the duration of the lease term. If the Tenant has rental assistance or a voucher, the tenant portion is \$_____ per month, and the housing assistance payment (HAP) is \$_____ per month as outlined in the HAP contract. The amount of the monthly housing assistance payment to the Owner/Landlord is subject to change during the HAP contract term in accordance with HUD guidelines.

Security Deposit

(1) The (Tenant/Rental Assistance Administrator) has deposited \$_____ with the Owner/Landlord as a Security Deposit. The Owner/Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. Per Colorado Revised Statutes § 38-12-102.5, security deposits must be refundable and no greater than two months' rent. Surety bonds, security deposit insurance, and instruments similar to surety bonds and security deposit insurance may not be used in

lieu of or in addition to a security deposit.

(2) After the Tenant has moved from the dwelling unit, the Owner/Landlord may, subject to state and local laws, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. Upon termination of tenancy by the Owner/Landlord or Tenant, if the Owner/Landlord charges any amount against a tenant's security deposit, the Owner/Landlord must give the Tenant a list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the Owner/Landlord, the owner must promptly refund the full amount of the unused balance to the Tenant/Rental Assistance Administrator.

Utilities and Appliances

The Tenant is responsible for the utilities and appliances listed in the main lease agreement.

Household Members

Household members listed on the main lease agreement are authorized to live in this unit. The Tenant may not permit other persons to join the Household without notifying the Owner/Landlord.

Prohibited Lease Provisions

Any provision of the Lease that falls within the classifications below shall not apply and shall not be enforced by the Owner/Landlord.

(1) *Confession of Judgment.* Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner/Landlord in a lawsuit brought in connection with the Lease.

(2) *Treatment of Property.* Agreement by the Tenant that the Owner/Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant, and a court decision on the rights of the parties.

(3) *Excusing the Owner/Landlord from Responsibility.* Agreement by the Tenant not to hold the Owner/Landlord or Owner/Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.

(4) *Waiver of Legal Notice.* Agreement by the Tenant that the Owner/Landlord may institute a lawsuit without notice to the Tenant.

(5) *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Owner/Landlord may evict the Tenant Family (i) without instituting civil court proceedings in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.

(6) *Waiver of Jury Trial.* Authorization to the Owner/Landlord to waive the Tenant's right to a trial by jury.

(7) *Waiver of Right to Appeal Court Decision.* Authorization to the Owner/Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.

(8) *Tenant Chargeable with Cost of Legal Actions Regardless of the Outcome of the Lawsuit.* Agreement by the Tenant to pay the lawyer's fees or other legal costs whenever the Owner/Landlord decides to sue, whether or not the Tenant wins.

Violence Against Women Act (VAWA)

(1) The Owner/Landlord may not consider incidents of domestic violence, dating violence, sexual assault, or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy, or occupancy rights of the victim of abuse.

(2) The Owner/Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the Tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an immediate member of the Tenant’s family is the victim or threatened victim of that abuse.

(3) The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to

provide the certification or other supporting documentation within the specified timeframe may result in eviction.

(4) By signing this Addendum, Tenant acknowledges receipt of Notice of Occupancy Rights under the Violence Against Women Act.

Contact Information

Per the HOME Final Rule, the lease or addendum must contain more than one convenient and accessible method to contact the owner or property management staff. It must also include the participating jurisdiction's contact information. Report the convenient and accessible method(s) to communicate directly with the owner/property management staff: _____

The participating jurisdiction's contact information for the HOME program:

Department of Local Affairs- Division of Housing
1313 Sherman Street Suite 320
Denver, CO 80203
Phone: 303-864-7810
Email: dola.audit@state.co.us

HOME Rental Housing Tenancy Addendum

Physical Condition of the Unit and Project

(i) The Owner/Landlord shall maintain the physical condition of the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition so that it meets DOH's property standards (Uniform Physical Condition Standards (UPCS)) and State and local code requirements in accordance with § 92.251(f);

(ii) With respect to maintenance and repairs to a housing unit, the Owner/Landlord shall:

(A) Provide tenants with written expected time frames for maintaining or repairing units as soon as practicable;

(B) Professionally maintain and repair units and the common areas of the project in accordance with the participating jurisdiction's property standards as soon as practicable; and

(C) Not charge a tenant for normal wear and tear or damage to the unit or common areas of a project unless due to negligence, recklessness, or intentional acts by the tenant.

(iii) If the Owner/Landlord is required to repair a life-threatening deficiency impacting the Tenant, and the repairs cannot be completed on the day the life-threatening deficiency is identified, the Tenant shall promptly be relocated into housing that is decent, safe, sanitary, and in good repair and that provides the same or a greater level of accessibility, or other physically suitable lodging, at no additional cost to the Tenant, until the repairs are completed and where it may be necessary, reasonable accommodations must continue to be provided during the relocation;

(iv) The Owner/Landlord shall provide tenants with continued, uninterrupted utility service in projects with owner-controlled utility services unless the interruption is not within the control of the owner (e.g., a general power outage).

Use and Occupancy of the Unit and Project

(i) Subject to applicable occupancy requirements under Federal, State, or local law, a family may reside in the unit with a foster child, foster adult, and/or live-in aide;

(ii) Except for shared housing, the Tenant's household shall have the right to exclusive use and occupancy of the leased unit;

(iii) The Owner/Landlord may only enter the housing unit:

(A) When the Owner/Landlord provides reasonable advance notification to the tenant and enters during reasonable hours to perform routine inspections and maintenance, to make improvements or repairs, or to show the housing unit for re-leasing. A written statement specifying the

purpose of the Owner/Landlord's entry delivered to the housing unit at least 2 days before such entry is a reasonable advance notification;

(B) At any time without advance notification when there is reasonable cause to believe that an emergency requiring entry to the unit exists; and;

(C) The Owner/Landlord shall provide the Tenant a written statement specifying the date, time, and purpose of entry if the Tenant and all adult members of the household are absent from the housing unit at the time of entry or if the Owner/Landlord is entering the housing unit pursuant to paragraph (b)(2)(iii)(B) of this section.

- (iv) The Tenant's household shall have reasonable access to and use of the common areas of the project;
- (v) Tenants shall be able to organize, create tenant associations, convene meetings, distribute literature, and post information; and
- (vi) A Tenant may not be required to accept supportive services that are offered unless the Tenant is living in transitional housing and such supportive services are required in connection with the transitional housing.

Notice

- (i) Before an Owner/Landlord may take an adverse action against a Tenant, the Tenant must be notified in writing, or where necessary to accommodate an individual with a disability or language access needs, must be provided a statement that is accessible and understandable to the Tenant, of the specific grounds for any proposed adverse action by the owner. Such notice should be provided in a translated format when needed to ensure meaningful access for limited English proficient (LEP) persons. Such adverse action includes, but is not limited to, imposition of charges for damages that require maintenance and repair;
- (ii) An Owner/Landlord must notify tenants about changes affecting property ownership and management as follows:

- (A) 30 calendar days before a sale or foreclosure, tenants must be notified of the impending sale or foreclosure of the property;
- (B) Within 5 business days of any changes of ownership, tenants must be notified of the change in ownership;
- (C) Within 5 business days of any change in the property management company managing the property, tenants must be notified of the change in management company; and

(iii) The Owner/Landlord may not institute a lawsuit against the Tenant without providing notice to the Tenant.

A Tenant's Rights to Available Legal Proceedings and Remedies

- (i) The Tenant shall not be required by the Owner/Landlord to agree to be sued, to admit guilt, or agree to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- (ii) The Owner/Landlord may not take, hold, or sell personal property of a household member 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 the disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The Owner/Landlord may dispose of this personal property in accordance with State law;
- (iii) The Tenant may hold the Owner/Landlord or the Owner/Landlord's agents legally responsible for any action or failure to act, whether intentional or negligent;
- (iv) In any legal proceedings involving the Tenant and the Owner/Landlord, the Owner/Landlord and the Tenant agree that the Tenant shall be able to exercise the Tenant's right to:
 - (A) Obtain independent legal representation in any legal proceedings in connection with the lease, including in any non-binding arbitration or alternative dispute resolution process;
 - (B) Have a trial by jury where such right is available to a tenant under Federal, State, or local law; and

(C) Appeal, or to otherwise challenge in court, a court decision in connection with the lease where such right is available to the tenant under Federal, State, or local law;

(v) The Tenant may only be required to pay the Owner/Landlord's attorney's fees or other legal costs if the Tenant loses in a court proceeding between the Owner/Landlord and the Tenant and the court so orders.

Protection Against Unreasonable Interference or Retaliation

(i) An Owner/Landlord may not unreasonably interfere with the Tenant's safety or peaceful enjoyment of a rental housing unit or the common areas of the rental housing project.

(ii) An Owner/Landlord may not retaliate against a Tenant for taking any action allowable under the lease and applicable law.

(iii) Actions that evidence unreasonable interference or retaliation against a tenant include actions taken for the purpose of causing the housing to become vacant or otherwise, including but not limited to:

(A) Recovery of, or attempt to recover, possession of the housing unit in a manner that is not in accordance with paragraph (b)(10) of this section;

(B) Decreasing services to the housing unit (e.g., trash removal, maintenance) or increasing the obligations of a tenant (e.g., new or increased monetary obligations, etc.) in a manner that is not in accordance with the requirements of this part;

(C) Interfering with a tenant's right to privacy under applicable State or local law;

(D) Harassing a household or their lawful guests; and

(E) Refusing to honor the terms of the lease.

(iv) If an Owner/Landlord unreasonably interferes or retaliates against a tenant, then this shall constitute a material breach under the lease, a violation of HOME program requirements, and a breach of the written agreement

between the Owner/Landlord and the participating jurisdiction. A tenant may use evidence of such unreasonable interference or retaliation in a court of law, and the participating jurisdiction must take reasonable actions to address any violation in accordance with the participating jurisdiction's responsibilities under § 92.504(a) and (c).

Exercise of Rights Under Tenancy

A tenant may exercise any right of tenancy and assert any protection under their lease and any applicable Federal, State, and local tenant protections, including but not limited to:

- (i) Reporting inadequate housing conditions of the housing unit or project to the owner, the participating jurisdiction, code enforcement officials, or HUD;
- (ii) Reporting lease violations and requesting enforcement of the written lease or any protections guaranteed under this part; and
- (iii) Requesting or obtaining enforcement of any applicable protections under Federal, State, or local law.

Confidentiality

An Owner/Landlord will keep all records containing personally identifying information of any individual or family who applies for or lives in a HOME-assisted rental unit secure and confidential.

Prohibition on Discrimination

The Owner/Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The Owner/Landlord shall operate housing assisted under this part in accordance with all applicable nondiscrimination and equal opportunity requirements pursuant to § 92.350 and the Violence Against Women Act (VAWA) requirements at § 92.359;

Termination of Tenancy

The Owner/Landlord may evict the Tenant following applicable state and local laws. The Owner/Landlord must provide the Tenant with at least 30 days' written notice of the termination.

(i) An Owner/Landlord may not terminate the tenancy of any tenant or household member or refuse to renew the lease of a tenant of rental housing assisted with HOME funds, except for serious or repeated violation of the material terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. The Owner/Landlord is permitted to terminate the tenancy of any tenant or household member or refuse to renew the lease of a tenant of rental housing assisted with HOME funds if the owner is permitted to do so pursuant to the provisions contained in 24 CFR part 5, subpart I; 24 CFR 882.511; or 24 CFR 982.310.

(A) Other good cause does not include a change in the Tenant's income or assets, or the amount or type of income or assets the Tenant possesses. Good cause does not include the refusal of the Tenant to purchase the housing unless the Tenant is refusing to purchase the housing pursuant to their lease-purchase agreement.

(B) Other good causes include:

- (1) When a tenant or household member is a direct threat to the safety of the tenants or employees of the housing, or an imminent and serious threat to the property;
- (2) When a tenant unreasonably refuses to provide the Owner/Landlord access to the unit to allow the owner to repair the unit;
- (3) When an Owner/Landlord must terminate a tenancy to comply with an order issued by a governmental entity or court that requires the tenant to vacate the project or unit;

(4) When an Owner/Landlord must terminate a tenancy to comply with a local ordinance that necessitates vacating the project or unit; or

(5) When a tenant fails to purchase a housing unit within the timeframes listed in the tenant's lease-purchase agreement.

(C) An Owner/Landlord may establish good cause for a violation of an applicable Federal, State, or local law through a record of conviction of a crime that directly threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants in the project. The Owner/Landlord shall not use a record of arrest, parole or probation, or current indictment to establish such a violation.

(ii) To terminate or refuse to renew tenancy, the Owner/Landlord must serve written notice upon the Tenant specifying the grounds for the action at least 30 days before the termination of tenancy and provide a copy of the notice to vacate to the participating jurisdiction within 5 business days of issuing notice to the tenant. The minimum 30-day period is not required if the termination of tenancy or refusal to renew is due to a direct threat to the safety of the tenants or employees of the housing or an imminent and serious threat to the property and the termination of tenancy or refusal to renew is in accordance with the requirements of § 92.253(b)(10)(iii).

(iii) The termination of tenancy or refusal to renew must be in accordance with Federal, State, local law, and the requirements of this part, including but not limited to requirements regarding fair housing, nondiscrimination, and VAWA;

(iv) An Owner/Landlord may not terminate the tenancy or evict the Tenant or household members without instituting a civil court proceeding in which the Tenant or household member has the opportunity to present a defense, or before a court decision on the rights of the parties; and

(v) An Owner/Landlord may not perform a constructive eviction, such as locking a tenant out of their unit or stopping service on utilities servicing the

Tenant's unit. An Owner/Landlord may not create a hostile living environment or refuse to provide a reasonable accommodation in order to cause a tenant to terminate their tenancy in a HOME-assisted unit.

I, resident, have read and understand this lease addendum and know my rights as a HOME/HTF-assisted tenant. Per Colorado Revised Statutes § 38-12-801, I've been provided with a copy of my lease, including this lease addendum.

Tenant Name: _____

Tenant Signature: _____

Date Signed: _____

Tenant Name: _____

Tenant Signature: _____

Date Signed: _____

Owner/Landlord Representative Name: _____

Owner/Landlord Representative Signature: _____

Date Signed: _____