



## Housing Assistance Payments Contract (HAP Contract)

### Bring It Home Rental Assistance

Minnesota Housing Finance Agency

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### Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide rental assistance under the Bring It Home Rental Assistance Program (BIH) of the Minnesota Housing Finance Agency (MHFA). The statute for this program is 2024 Minnesota Statute **462A.2095**.

The local voucher and Project-Based Voucher (PBV) program is administered by a Program Administrator (PA). The HAP contract is an agreement between the PA and the owner of a unit occupied by an assisted Family. The HAP contract has three parts:

Part A: Contract information (fill-ins). See section by section instructions.

Part B: Body of contract

Part C: Tenancy addendum

### Use of this form

Use of this HAP contract is required by MHFA. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by MHFA.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PA.

Definitions of terms are found on page 15.

### How to fill in Part A

Section by Section Instructions

#### Section 2: **Tenant**

Enter full name of Tenant.

#### Section 3. **Contract Unit**

Enter address of unit, including apartment number, if any.

#### Section 4. **Household Members**

Enter full names of all PA-approved Household members. Specify if any such person is a live-in aide, which is a person approved by the PA to reside in the unit to provide supportive services for a Family member who is a person with disabilities.

#### Section 5. **Initial Lease Term**

Enter first date and last date of initial Lease term. The initial Lease term must be for at least one year. However, the PA may approve a shorter initial Lease term if the PA determines that:

- Such shorter term would improve housing opportunities for the Tenant, and
- Such shorter term is the prevailing local market

For 12-month leases that have the same execution date as the HAP Contract, the owner may not increase the rent more than once during the first 12 months following execution of the HAP Contract. For a new lease with a term of less than 12 months, where permitted, the owner may increase the rent no more than once during the first 12 months following execution of the HAP Contract. For a lease in place, the owner may not increase the rent more than once within a 12-month period.

#### Section 6. **Initial Rent to Owner**

Enter the amount of the monthly Rent to owner during the initial Lease term. The PA must determine that the Rent to owner is reasonable in comparison to rent for other comparable unassisted units as outlined in their administrative plan or other procedures. During the first twelve months, the owner may not raise the Rent to owner.

#### Section 7. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

#### Section 8. **Utilities and Appliances**

The Lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the Tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

**Housing Assistance Payments Contract (HAP Contract)****Bring It Home Rental Assistance****Minnesota Housing Finance Agency**

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**Part A of the HAP Contract: Contract Information**

(To prepare the contract, fill out all contract information in Part A.)

**1. Contents of Contract**

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

**2. Tenant(s)****3. Contract Unit****4. Household**

The following persons may reside in the unit. Other persons may not be added to the Household without prior written approval of the owner and the PA.

**5. Initial Lease Term**

The initial Lease term begins on (mm/dd/yyyy): \_\_\_\_\_

The initial Lease term ends on (mm/dd/yyyy): \_\_\_\_\_

**6. Initial Rent to Owner**

The initial Rent to owner is: \$ \_\_\_\_\_

During the first twelve months Lease, the owner may not raise the rent to Tenant

**7. Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the first subsidized month. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PA to the owner is \$ \_\_\_\_\_ per month.

The amount of the monthly housing assistance payment by the PA to the owner is subject to change during the HAP contract term in accordance with BIH requirements.

## 8. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by checking the “**OWNER**” box. The Tenant shall provide or pay for the utilities/appliances indicated below by the “**TENANT**” box. If utilities are billed under a shared-meter (RUBS), please check the additional box. Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	<input type="checkbox"/> NATURAL GAS <input type="checkbox"/> BOTTLED GAS <input type="checkbox"/> ELECTRIC <input type="checkbox"/> HEAT PUMP <input type="checkbox"/> OIL <input type="checkbox"/> OTHER	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> RUBS
Cooking	<input type="checkbox"/> NATURAL GAS <input type="checkbox"/> BOTTLED GAS <input type="checkbox"/> ELECTRIC <input type="checkbox"/> OTHER	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> RUBS
Water Heating	<input type="checkbox"/> NATURAL GAS <input type="checkbox"/> BOTTLED GAS <input type="checkbox"/> ELECTRIC <input type="checkbox"/> OIL <input type="checkbox"/> OTHER	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> RUBS
Other Electric		<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> RUBS
Water		<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> RUBS
Sewer		<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> RUBS
Trash Collection		<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> RUBS
Air Conditioning		<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> RUBS
Other (specify)		<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> RUBS
		Provided by
Refrigerator		<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT
Range/Microwave		<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT

## Signatures

I/We, the undersigned, certify that the information provided above is true, correct and complete to the best of the undersigned’s knowledge as of the date of signature. The undersigned acknowledge that any misrepresentations and/or fraudulent statements made on this contract may constitute a material misrepresentation and result in payment recapture, voiding of the contract or other action authorized by law.

### Program Administrator

### Owner

Print or Type Name of PA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

## **Housing Assistance Payments Contract (HAP Contract) Bring It Home Rental Assistance**

Minnesota Housing Finance Agency

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### **Part B of HAP Contract: Body of Contract**

#### **1. Purpose**

##### **a. Tenant-Based**

- (1) This is a HAP contract between the PA and the owner. The HAP contract is entered to provide assistance for the Family under the Bring It Home Rental Assistance Program (Minnesota Statutes 462A.2095).
- (2) The HAP contract only applies to the Household and Contract unit specified in Part A of the HAP contract.
- (3) During the HAP contract term, the PA will pay housing assistance payments to the owner in accordance with the HAP contract.
- (4) The Family will reside in the Contract unit with assistance under the Bring It Home Rental Assistance Program. The housing assistance payments by the PA assist the Tenant to Lease the Contract unit from the owner for occupancy by the Family.

##### **b. Bring It Home Rental Assistance Project-Based Voucher (PBV) Program**

- (1) The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Bring It Home Rental Assistance PBV program of the Minnesota Housing Finance Agency (MHFA).
- (2) The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the program administrator (PA) under the PBV program. Under the HAP contract, the PA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

#### **2. Lease of Contract Unit**

- a. The Lease for the Contract unit must incorporate the tenancy addendum either directly or by reference. Terms and conditions: if conflict between tenancy addendum and Lease, the terms in the tenancy addendum control. Owner agrees tenancy addendum is incorporated as part of the Lease.
- b. The Owner has Leased the Contract unit to the Tenant for occupancy by the Family with assistance under the Bring It Home Rental Assistance Program.
- c. The PA has approved leasing of the unit in accordance with requirements of the Bring It Home Rental Assistance Program.
- d. The owner certifies that:
  - (1) The owner and the Tenant have entered into a Lease of the Contract unit that includes all provisions of the tenancy addendum.
  - (2) The Lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted Tenants in the Premises.

(3) The Lease is consistent with state and local law, or tribal law (if applicable).

- e. The owner is responsible for screening for eligibility. The PA is not responsible for such screening. The PA has no liability or responsibility to the owner or other persons for the Family's behavior or the Family's conduct in tenancy.

### **3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the Contract unit and Premises in accordance with the PA's inspection standards.
- b. The owner must provide all utilities needed to comply with the PA's inspection standards.
- c. If the owner does not maintain the Contract unit in accordance with the PA's inspection standards or fails to provide all utilities needed to comply with the PA's inspection standards, the PA may exercise any available remedies. PA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PA may not exercise such remedies against the owner because of a breach of the PA's inspection standards for which the Family is responsible and that is not caused by the owner.
- d. The PA shall not make any housing assistance payments if the Contract unit does not meet the PA's inspection standards, unless the owner corrects the defect within the period specified by the PA and the PA verifies the correction.
- e. The PA may inspect the Contract unit and Premises at such times as the PA determines necessary, with required notice to the Tenant if applicable, to ensure that the unit is in accordance with the PA's inspection standards.
- f. The PA must notify the owner of any PA's inspection standards defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the Lease.

### **4. Term of HAP Contract**

- a. Relation to the Lease term.
  - (1) The term of the BIH contract begins on the first day of the subsidized month and terminates on the last day of the term of the Lease (including the initial Lease term and any extensions).
- b. When HAP contract terminates.
  - (1) The HAP contract terminates automatically if the Lease is terminated by the owner or the Tenant.
  - (2) The PA may terminate program assistance for the Family for any grounds authorized in accordance with PA requirements. If the PA terminates program assistance for the Family, the HAP contract terminates automatically.
  - (3) If the Family moves from the Contract unit, the HAP contract terminates automatically.
  - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
  - (5) The PA may terminate the HAP contract if the PA determines, in accordance with Bring It Home requirements, that available program funding is not sufficient to support continued assistance for families in the program.
  - (6) The HAP contract terminates automatically upon the death of a single member Household, including single member Households with a live-in aide.

- (7) Except as provided by Minnesota Statute 504B.315, the PA may terminate the HAP contract if the PA determines that the Contract unit does not provide adequate space in accordance with the PA's inspection standards because of an increase in Family size or a change in Family composition.
- (8) If the Family breaks up, the PA may terminate the HAP contract or may continue housing assistance payments on behalf of Family members who remain in the Contract unit.
- (9) The PA may terminate the HAP contract if the PA determines that the unit does not meet all requirements of the PA's inspection standards or determines that the owner has otherwise breached the HAP contract.

## **5. Provision and Payment for Utilities and Appliances**

- a. The Lease must specify what utilities are to be provided or paid by the owner or the Tenant.
- b. The Lease must specify what appliances are to be provided or paid by the owner or the Tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the Tenant. The Lease shall be consistent with the HAP contract.

## **6. Rent to Owner: Reasonable Rent**

- a. During the HAP contract term, the Rent to owner may at no time exceed the reasonable rent for the Contract unit as most recently determined or redetermined by the PA in accordance with PA requirements.
- b. The PA must determine whether the Rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PA must consider:
  - (1) The location, quality, size, unit type, and age of the Contract unit; and
  - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PA must redetermine the reasonable rent when required in accordance with PA requirements. The PA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the Rent to owner may not exceed rent charged by the owner for comparable unassisted units in the Premises. The owner must give the PA any information requested by the PA on rents charged by the owner for other units in the Premises or elsewhere.

## **7. PA Payment to Owner**

- a. When paid:
  - (1) During the term of the HAP contract, the PA must make monthly housing assistance payments to the owner on behalf of the Family at the beginning of each month.
  - (2) The PA must pay housing assistance payments promptly when due to the owner.
  - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a Tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted Tenants; and (iii) The owner also charges such penalties against the Tenant for late payment of Family Rent to owner. Moreover, the PA shall not be obligated to pay any late payment penalty if housing assistance payments by the PA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance

payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the Family is residing in the Contract unit during the term of the HAP contract. The PA shall not pay a housing assistance payment to the owner for any month after the month the Family moves out.

b. **Owner compliance with HAP contract** unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. **Amount of PA payment to owner**

- (1) The amount of the monthly PA housing assistance payment to the owner shall be determined by the PA in accordance with Minnesota Housing Finance Agency (MHFA) requirements for a tenancy under the Bring It Home Rental Assistance Program.
- (2) The amount of the PA housing assistance payment is subject to change during the HAP contract term in accordance with PA and MHFA requirements. The PA must notify the Family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month and the last month of the HAP contract term shall be pro-rated for a partial month as needed and in accordance with Minnesota law.

d. **Application of payment** the monthly housing assistance payment shall be credited against the monthly Rent to owner for the Contract unit.

e. **Limit of PA responsibility**

- (1) The PA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and PA requirements for a tenancy under the voucher program.
- (2) The PA shall not pay any portion of the Rent to owner in excess of the housing assistance payment. The PA shall not pay any other claim by the owner against the Family.

f. **Overpayment to owner** If the PA determines that the owner is not entitled to the housing assistance payment or any part of it, the PA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other rental assistance contract).

**8. Owner Certification**

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the Contract unit and Premises in accordance with the PA's requirements and applicable state, local, or tribal laws.
- b. The Contract unit is Leased to the Tenant. The Lease includes the tenancy addendum (Part C of the HAP contract) and is in accordance with the HAP contract and program requirements. The owner has provided the Lease to the PA, including any revisions of the Lease.
- c. The Rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the Premises.
- d. Except for the Rent to owner, the owner has not received and will not receive any additional payments or other consideration (from the Family, the PA, or any other public or private source) for rental of the Contract unit during the HAP contract term.
- e. The Family does not own or have any interest in the Contract unit, except if allowed in writing by the PA as a reasonable accommodation.
- f. To the best of the owner's knowledge, the members of the Family reside in the Contract unit, and the unit



is the Family's only residence.

- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the Family, unless the PA has determined (and has notified the owner and the Family of such determination in writing) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a Family member who is a person with disabilities.

**9. Prohibition of Discrimination.** In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations.

- a. The owner must not discriminate against any person because of race, color, creed, religion, sex, sexual orientation), gender identity, status with regard to public assistance, national origin, familial status, marital status, or disability in connection with the HAP contract.

**10. Owner's Breach of HAP Contract**

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the PA's inspection requirements.
  - (2) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal or state assistance program.
- b. If the PA determines that a breach has occurred, the PA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PA to the owner may require the owner to take corrective action, as verified or determined by the PA, by a deadline prescribed in the notice.
- c. The PA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the Family continues to live in the Contract unit, the PA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

**11. PA Access to Premises and Owner's Records**

- a. The owner must provide any information pertinent to the HAP contract that the PA or MHFA may reasonably require.
- b. The PA and MHFA shall have full and free access to the Contract unit and the Premises, as permitted by law, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed

to access the records.

## **12. Exclusion of Third-Party Rights**

- a. The Family is not a party to or third-party beneficiary of Part B of the HAP contract. The Family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PA under Part B.
- b. The Tenant or the PA may enforce the tenancy addendum (Part C of the HAP contract) against the owner and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the Contract unit or the Premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PA, and the HAP contract does not create or affect any relationship between the PA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the Contract unit or the Premises or with implementation of the HAP contract.

## **13. Conflict of Interest**

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - (1) Any present or former member or officer of the PA (except a PA commissioner who is a participant in the program).
  - (2) Any employee of the PA, or any contractor, sub-contractor or agent of the PA, who formulates policy or who influences decisions with respect to the program.
  - (3) Any public official, member of a governing body, or state or local legislator, who exercises functions or responsibilities with respect to the program; or
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of a Family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Family member" means a person's current and former spouse; children, parents, and siblings; current and former children-in-law, parents-in-law, and siblings-in-law; current and former stepchildren and stepparents; grandchildren and grandparents; and members of the person's Household.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PA.

## **14. Assignment of the HAP Contract**

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PA.
- b. If the owner requests PA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner if MHFA, federal or state government has prohibited such assignment because:
  - (1) The federal or state government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act, the Minnesota Human Rights

Act, or other state or federal equal opportunity requirements, and such action is pending;

- (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act, the Minnesota Human Rights Act, or other state or federal equal opportunity requirements; or
- (3) A Tribal government, court, or agency has instituted an action against the owner or proposed new owner for violation of equal opportunity requirements under their tribal code, or a determination has been made that such requirements have been violated.
- (4) The owner is on the State of Minnesota suspension/debarment status list
- (5) The owner is on suspension status from MHFA

- d. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the Family, unless the PA has determined (and has notified the Family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a Family member who is a person with disabilities.
- e. The PA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
  - (1) Has committed fraud, bribery or any other corrupt or criminal act in connection with any federal or state housing program;
  - (2) Has engaged in any drug-related criminal activity or any violent criminal activity;
  - (3) Has a history or practice of non-compliance with the inspection standards for units Leased under federal or state Tenant-based programs, or non-compliance with applicable housing standards for units Leased with project-based Section 8 assistance or for units Leased under any other federal or state housing program; Has a history or practice of renting units that fail to meet state or local housing codes; or
  - (4) Has not paid state or local real estate taxes, fines or assessments.
- f. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PA. The new owner must give the PA a copy of the executed agreement.

**15. Foreclosure.** In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the Lease between the prior owner and the Tenant and to the HAP contract between the prior owner and the PA for the occupied unit. This provision does not affect any tribal, state or local law that provides longer time periods or other additional protections for Tenants.

**16. Written Notices** Any notice by the PA or the owner in connection with this contract must be in writing.

**17. Entire Agreement: Interpretation**

- a. The HAP contract contains the entire agreement between the owner and the PA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements.

## **Housing Assistance Payments Contract (HAP Contract) Bring It Home Rental Assistance**

Minnesota Housing Finance Agency

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### **Part C of HAP Contract: Tenancy Addendum**

#### **1. Bring It Home Rental Assistance Program**

- a. The owner is leasing the Contract unit to the Tenant for occupancy by the Tenant's Family with assistance for a tenancy under the Bring It Home Rental Assistance Program, Minnesota Statute 462A.295. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PA under the Bring It Home Rental Assistance Program. Under the HAP contract, the PA will make housing assistance payments to the owner to assist the Tenant in leasing the unit from the owner.

#### **2. Lease**

- a. The owner has given the PA a copy of the Lease, including any revisions agreed by the owner and the Tenant. The owner certifies that the terms of the Lease are in accordance with all provisions of the HAP contract and that the Lease includes or incorporates by reference this tenancy addendum.
- b. The Tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the Lease, the language of the tenancy addendum shall control.

#### **3. Use of Contract Unit**

- a. During the Lease term, the Family will reside in the Contract unit with assistance under the tenant-based or PBV Bring It Home Rental Assistance Program.
- b. The composition of the Household must be approved by the PA. The Family must promptly inform the PA 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 PA.
- c. The Contract unit may only be used for residence by the PA-approved Household members. The unit must be the Family's only residence. Members of the Household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the Family.
- d. The Tenant may not sublease or let the unit.
- e. The Tenant may not assign the Lease or transfer the unit.

#### **4. Rent to Owner**

- a. The initial Rent to owner may not exceed the amount approved by the PA in accordance with the PA and MHFA requirements.
- b. Changes in the Rent to owner shall be determined by the provisions of the Lease. However, the owner may not raise the rent during the initial term of the Lease.
  - (1) reasonable rent for the unit as most recently determined or redetermined by the PA in accordance with PA requirements, or
  - (2) Rent charged by the owner for comparable unassisted units in the premises.

#### **5. Family Payment to Owner**

- a. The Family is responsible for paying the owner any portion of the Rent to owner that is not covered by the PA housing assistance payment.
- b. Each month, the PA will make a housing assistance payment to the owner on behalf of the Family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PA in accordance with PA and MHFA requirements for a tenancy under the Bring It Home

program.

- c. The monthly housing assistance payment shall be credited against the monthly Rent to owner for the Contract unit.
- d. The Tenant is not responsible for paying the portion of Rent to owner covered by the PA housing assistance payment under the HAP contract between the owner and the PA. A PA failure to pay the housing assistance payment to the owner is not a violation of the Lease. The owner may not terminate the tenancy for nonpayment of the PA housing assistance payment.
- e. The owner may not charge or accept from the Family or from any other source, any payment for rent of the unit in addition to the Rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the Lease.
- f. The owner must immediately return any excess rent payment to the Tenant.

## **6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner must disclose all nonoptional fees in the Lease agreement. The sum total of rent and all nonoptional fees must be described as the Total Monthly Payment and be listed on the first page of the Lease.
- c. The owner may not charge the Tenant extra amounts for items customarily included in Rent to owner in the locality or provided at no additional cost to unsubsidized Tenants in the Premises.

## **7. Maintenance, Utilities, and Other Services**

- a. Maintenance
  - (1) The owner must maintain the unit and Premises in accordance with the PA inspection standards. Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. Utilities and appliances
  - (1) The owner must provide all utilities needed to comply with the PA inspection standards.
  - (2) The owner is not responsible for a breach of the PA inspection standards caused by the Tenant's failure to:
    - (a) Pay for any utilities that are to be paid by the Tenant.
    - (b) Provide and maintain any appliances that are to be provided by the Tenant.
- c. Family damage. The owner is not responsible for a breach of the PA inspection standards because of damages beyond normal wear and tear caused by any member of the Household or by a guest.
- d. Housing services. The owner must provide all housing services as agreed to in the Lease.

## **8. Termination of Tenancy by Owner**

- a. Requirements. The owner may only terminate the tenancy in accordance with the Lease and HAP Contract 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:
  - (1) Serious or repeated violation of the Lease;
  - (2) Violation of tribal, federal, state, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the unit and the Premises;

## **9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.**

- a. Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any tribal, federal, state, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

## **10. Eviction by court action**

The owner may only evict the Tenant by a court action.

## **11. Owner notice of grounds**

- (1) Before the beginning of a court action to evict the Tenant, the owner must give the Tenant a notice, which complies with any notice period required by applicable tribal, state, or local law, that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PA a copy of any owner eviction notices at the same time the owner notifies the Tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under tribal, state or local law.

## **12. Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the Lease terminates automatically.

## **13. PA Termination of Assistance**

The PA may terminate program assistance for the Family for any grounds authorized in accordance with PA and BIH requirements. If the PA terminates program assistance for the Family, the Lease terminates automatically.

## **14. Family Move Out**

- a. The Tenant must notify the PA and the owner before the Family moves out of the unit.
- b. The owner must notify the Tenant in writing of the Tenant's option to request a move-out inspection, and their right to be present at the inspection. If the Tenant requests the inspection, it shall occur no earlier than five days prior to the termination of the Lease.

## **15. Security Deposit**

- a. The owner may collect a security deposit from the Tenant. When the Family moves out of the Contract unit, the owner, subject to tribal, state and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the Tenant, any damages to the unit beyond ordinary wear and tear or any other unpaid fees the Tenant agreed to in the Lease.
- b. The owner 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, the owner must promptly refund the full amount of the unused balance to the Tenant as required under tribal, state or local law.
- c. If the security deposit is not sufficient to cover amounts the Tenant owes under the Lease, the owner may collect the balance from the Tenant.

## **16. Prohibition of Discrimination**

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, familial status, marital status, status with regard to public assistance, or disability in connection with the Lease.

## **17. Conflict with Other Provisions of Lease**

In case of any conflict between the provisions of the tenancy addendum as required by MHFA, and any other provisions of the Lease or any other agreement between the owner and the Tenant, the requirements of the MHFA-required tenancy addendum shall control.

## **18. Changes in Lease or Rent**

- a. The Tenant and the owner may not make any change in the tenancy addendum. However, if the Tenant and the owner agree to any other changes in the Lease, such changes must be in writing, and the owner must immediately give the PA a copy of such changes. The Lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, Tenant-based assistance shall not be continued unless the PA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in Lease requirements governing Tenant or owner responsibilities for

utilities or appliances;

(2) If there are any changes in Lease provisions governing the term of the Lease;

(3) If the Family moves to a new unit, even if the unit is in the same building or complex.

- c. PA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the Lease other than as specified in paragraph b.
- d. The owner must notify the PA of any changes in the amount of the Rent to owner at least sixty days before any such changes go into effect, and the amount of the Rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PA in accordance with PA and BIH requirements.

## 19. Notices

Any notice under the Lease by the Tenant to the owner or by the owner to the Tenant must be in writing.

## 20. Definitions

**Contract unit.** The housing unit rented by the Tenant with assistance under the program.

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PA and the owner. The PA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the Contract unit. The Household consists of the Family and any PA-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.)

**Lease.** The written agreement between the owner and the Tenant for the Lease of the Contract unit to the Tenant. The Lease includes the tenancy addendum prescribed by PA.

**PA.** Program Administrator.

**Premises.** The building or complex in which the Contract unit is located, including common areas and grounds.

**Program.** The Bring It Home Rental Assistance Program.

**Rent to owner.** The total monthly rent payable to the owner for the Contract unit. The Rent to owner is the sum of the portion of rent payable by the Tenant plus the PA housing assistance payment to the owner.

**Tenant.** The Family member (or members) who Leases the unit from the owner.