

ASSISTED HOUSING LEASE AGREEMENT

This lease, made and entered into by and between [PAYEENAME] (herein after "Landlord") and [TENANTNAME] (herein after "Tenant") for the following premises commonly described as follows: [TENANTPHYADD1], [TENANTPHYCITY], [TENANTPHYSTATE] [TENANTPHYZIP] (herein after "Dwelling Unit").

1. HOUSING ASSISTANCE PAYMENTS CONTRACT

This Lease has been signed by the parties hereto on the condition that the Lawrence-Douglas County Housing Authority ("LDCHA"), a local housing authority administering the Housing Choice Voucher and Home TBRA programs of the United States Department of Housing and Urban Development ("HUD"), will promptly execute or has executed a Housing Assistance Payment Contract, (herein after "Contract") with the Landlord.

This Lease shall not become effective unless the LDCHA has executed the above referenced Contract with the Landlord within 60 days of the first day of the term of this Lease. Under the Contract, the LDCHA will make housing assistance payments to the Landlord to assist the family, of which the Tenant is the representative, to lease the Dwelling Unit from the Landlord. This Lease shall end no later than the termination date of the Contract. In the event that the LDCHA determines, after giving reasonable notice and opportunity to respond to the Tenant, that the Tenant is ineligible for further housing assistance, the LDCHA shall notify the Landlord and the Tenant of such determination. Such determination shall be grounds for termination of this Lease agreement by the Landlord.

2. TERM OF LEASE

Initial term of lease. (Enter first and last date of the initial term.)

The initial term begins on: [APPROVDATE]

The initial term ends on: _____

and shall so renew at the end of each successive term as described in the attached addendum unless written notice to end the Lease is given as described in the attached addendum.

3. RENT

A. The amount of total monthly rent payable to the Landlord during the term of this Lease ("Contract Rent") shall be determined in accordance with the Contract between the Landlord and the LDCHA. Any adjustment in the Contract Rent shall be requested in writing by the Landlord and have prior written approval of the Tenant and the LDCHA. Initially and until such approved adjustment, the **CONTRACT RENT SHALL BE \$ [S\$GROSSRENT] PER MONTH.**

B. The portion of the Contract Rent payable by the Tenant ("Tenant Rent") shall be an amount determined by the LDCHA in accordance with HUD regulations and requirements. The amount of Tenant Rent is subject to change as determined by the LDCHA during the term of this Lease. Any change in the amount of Tenant Rent will be stated in a written notice by the LDCHA to the Tenant and the Landlord, stating the new Tenant Rent amount and the effective date of change. The Tenant agrees to pay Tenant Rent to the Landlord, on the 1st of each month during the term of this Lease. The Landlord agrees to allow until the fifth (5th) day of the month before taking action against the Tenant for late payment of Tenant Rent or non-payment of Tenant Rent. Initially, and until notification by the LDCHA to the Tenant and the Landlord of an approved change in the distribution of payment,

TENANT RENT WILL BE \$[S\$NTTP] PER MONTH.

C. Each month the LDCHA will pay a housing assistance payment (HAP) to the Landlord on the behalf of the Tenant in accordance with the Contract. This amount is subject to change as determined by the LDCHA. Any change will be stated in a written notice by the LDCHA to the Tenant and the Landlord. Initially, and until notification by the LDCHA to the Tenant and the Landlord of an approved change in distribution of payment, **HAP WILL BE \$[S\$PMT] PER MONTH.**

D. The Landlord and Tenant agree that charges for additional services, facilities and/or amenities must have prior written approval of the LDCHA and be incorporated with this Lease by a fully executed addendum.

E. Any payment for a period of less than one month shall be in an amount determined on the basis of a daily prorate of the monthly Tenant Rent and/or HAP as determined by the LDCHA.

4. SECURITY DEPOSIT

The Tenant has deposited the sum of \$_____ with the Landlord as a security deposit. "Security deposit", as used herein, means any sum of money specified in this Lease, however denominated, to be deposited with the Landlord by the Tenant as a condition precedent to the occupancy of the Dwelling Unit, which sum of money, or any part thereof, may be forfeited by the Tenant under the terms of this Lease upon the occurrence or breach of conditions specified herein. The Tenant agrees and understands that any security deposit is not prepayment of rent and does not constitute a trust fund.

5. UTILITIES AND APPLIANCES

A. The Landlord shall provide the utilities listed in Landlord Supplied below for the Dwelling Unit without any additional charge to the Tenant. The Tenant agrees to place accounts for the utilities listed in Tenant Supplied in the Tenant's name and to maintain service for these utilities throughout the term of this Lease.

<u>Type of Utility</u>	<u>Landlord Supplied</u>	<u>Tenant Supplied</u>
Heating (GAS)	<u>X</u>	<u>X</u>
Cooking (ELECT)	<u>X</u>	<u>X</u>
Other Electric	<u>X</u>	<u>X</u>
Air Conditioning	<u>X</u>	<u>X</u>
Water Heating (GAS)	<u>X</u>	<u>X</u>
Water	<u>X</u>	<u>X</u>
Sewer	<u>X</u>	<u>X</u>
Trash Collection	<u>X</u>	<u>X</u>
Range/Refrigerator	<u>X</u>	
Refrigerator	<u>X</u>	

B. The Landlord shall provide the following other appliances for the Dwelling Unit: _____

6. MAINTENANCE AND SERVICES

The Landlord warrants at the signing of this Lease that the premises described herein are in compliance with K.S.A. 58-2553 of the Kansas Residential Landlord and Tenant Act which requires compliance with local housing and building codes and maintenance of all systems in good and safe working order. The Landlord shall make all necessary repairs, alterations and improvements to the Dwelling Unit, appliances and furnishings with reasonable promptness at his or her own cost and expense, except as otherwise provided in this Lease.

7. TENANT WARRANTIES

- A. The Tenant shall be entitled to the use of the premises for his or her peaceful and quiet enjoyment and beneficial use, except that he or she shall not keep anything on the premises which will effect the validity of standard fire and insurance policies or violate any local building, zoning or health code.
- B. The property shall also not be used in any manner which tends to interfere with the peaceful possession of adjoining premises by other tenants.
- C. The Tenant shall keep that part of the premises that such Tenant occupies and uses as clean and safe as the condition of the premises permits and shall notify the Landlord of repairs as needed.
- D. The Tenant shall remove from the Dwelling Unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
- E. The Tenant shall keep all plumbing fixtures in the Dwelling Unit or used by the Tenant as clean as their condition permits.
- F. The Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, if any, in the premises.
- G. The Tenant shall be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of the Tenant or By any person or animal or pet on the premises at any time with the express or implied permission or consent of the Tenant.
- H. The Tenant shall not be liable for repair of damages caused by normal wear and tear or negligence on the part of the Landlord.
- I. The Tenant shall not engage in conduct or allow any person or animal or pet, on the premises with the express or implied permission or consent of the Tenant, to engage in conduct that will disturb the quiet and peaceful enjoyment of the premises by other adjoining tenants.
- J. No substantial alteration, addition, improvements or redecoration shall be made by the Tenant in or to his or her Dwelling Unit without the prior written consent of the Landlord or his or her agent.
- K. The Tenant shall not place obstructions in the entrances and/or hallways, if any, appurtenant to the leased premises of Dwelling Unit nor allow children or guests to do any of the things which will annoy, embarrass, inconvenience or damage the premises, the Landlord or other person.
- L. The Tenant shall observe and comply with such reasonable rules as the Landlord may prescribe on written notice to the Tenant for the safety, care or cleanliness of the premises and for the comfort, quiet and convenience of other occupants of the building, if any.

8. SUBSTANTIAL DAMAGE TO UNIT, NOT CAUSED BY TENANT

A. If the premises or Dwelling Unit herein leased are damaged or destroyed by fire or casualty to an extent that the use and habitability of the Dwelling Unit is substantially impaired and such damage was not caused by the Tenant, the Tenant either:

- 1. May vacate the premises immediately and shall notify the Landlord in writing within five (5) days thereafter of such Tenant's intention to terminate this lease, in which case this Lease terminates as of the date of vacating; or
- 2. If continued occupancy is lawful, the Tenant may vacate any part of the Dwelling Unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the Dwelling Unit.

B. If this Lease is terminated pursuant to this Section, the Landlord shall return that portion of the security deposit recoverable by the Tenant under the Kansas Residential Landlord and Tenant Act, and accounting for rent in the event of either termination of this Lease or apportionment of rent shall occur as of the date of vacating.

9. LANDLORD ENTRY

A. The Landlord shall have the right to enter the Dwelling Unit at reasonable hours, after reasonable notice to the Tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Dwelling Unit to prospective or actual purchasers, mortgagages, tenants, workmen or contractors.

B. The Landlord may enter the Dwelling Unit without the consent of the Tenant in case of an extreme hazard involving the potential loss of life or severe property damage.

C. The Landlord shall not abuse the right of access or use it to harass the Tenant.

10. USE AND OCCUPANCY OF DWELLING UNIT

A. Unless otherwise agreed to in writing, the Tenant agrees not to use or permit the use of the Dwelling Unit for any purpose other than as a private dwelling solely for the Tenant and his or her family and/or dependents as listed in this section of this Lease. This provision does not apply to reasonable accommodation of the Tenant's guests and visitors whose stay is less than thirty (30) days. The Tenant shall notify the LDCHA and the Landlord of any anticipated extended absence from the premises in excess of seven (7) days no later than the first day of the extended absence.

B. The Tenant shall have no more than [NUMINFAMILY] persons residing in the Dwelling Unit during the term of this Lease. The Tenant shall not give accommodation to boarders or lodgers. All persons residing in the Dwelling Unit shall have the prior written consent of the Landlord and the LDCHA. As of the date of this Lease, and until further permission, in writing, is given by the Landlord, the following person/s are authorized to reside in the Dwelling Unit:

- [TENANTNAME]
- [FM2FNAME] [FM2LNAME]
- [FM3FNAME] [FM3LNAME]
- [FM4FNAME] [FM4LNAME]
- [FM5FNAME] [FM5LNAME]
- [FM6FNAME] [FM6LNAME]
- [FM7FNAME] [FM7LNAME]
- [FM8FNAME] [FM8LNAME]
- [FM9FNAME] [FM9LNAME]

11. KANSAS LANDLORD AND TENANT ACT; APPLICABLE LAW

All of the provisions of the Kansas Residential Landlord and Tenant Act (K.S.A. 58-2540 et seq.), to the extent that said provisions are not in conflict with Federal law and regulations, shall apply to and govern this Lease and all particulars for which specific provision is not made herein or permitted herein, and if any provision of this Lease shall be inconsistent with said Act or rendered unenforceable by due process of law, then the provisions of said Act shall govern and the unenforceable portion of this Lease shall be stricken here from; however, all of the remaining terms and conditions of this Lease shall remain in full force and effect as between the parties. This Lease constitutes a contract under the laws of the State of Kansas and shall be construed according to and shall be governed by the laws of the State of Kansas.

12. ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

A handicapped or disabled person shall be provided with reasonable accommodation to the extent necessary so they may enjoy the same benefit, use, and occupancy of the dwelling unit as any other non-disabled person. The tenant(s) may, at any time, request in writing reasonable accommodations for a household member's disability.

13. PETS

With respect to the keeping of any animal or pet on the premises by Tenant, the following conditions will apply:

14. WAIVER

A waiver by the Landlord of any default or breach herein shall not be construed to be a continuing waiver of such default or breach nor as a waiver or permission, express or implied of any other or subsequent default or breach.

15. ORAL AGREEMENTS

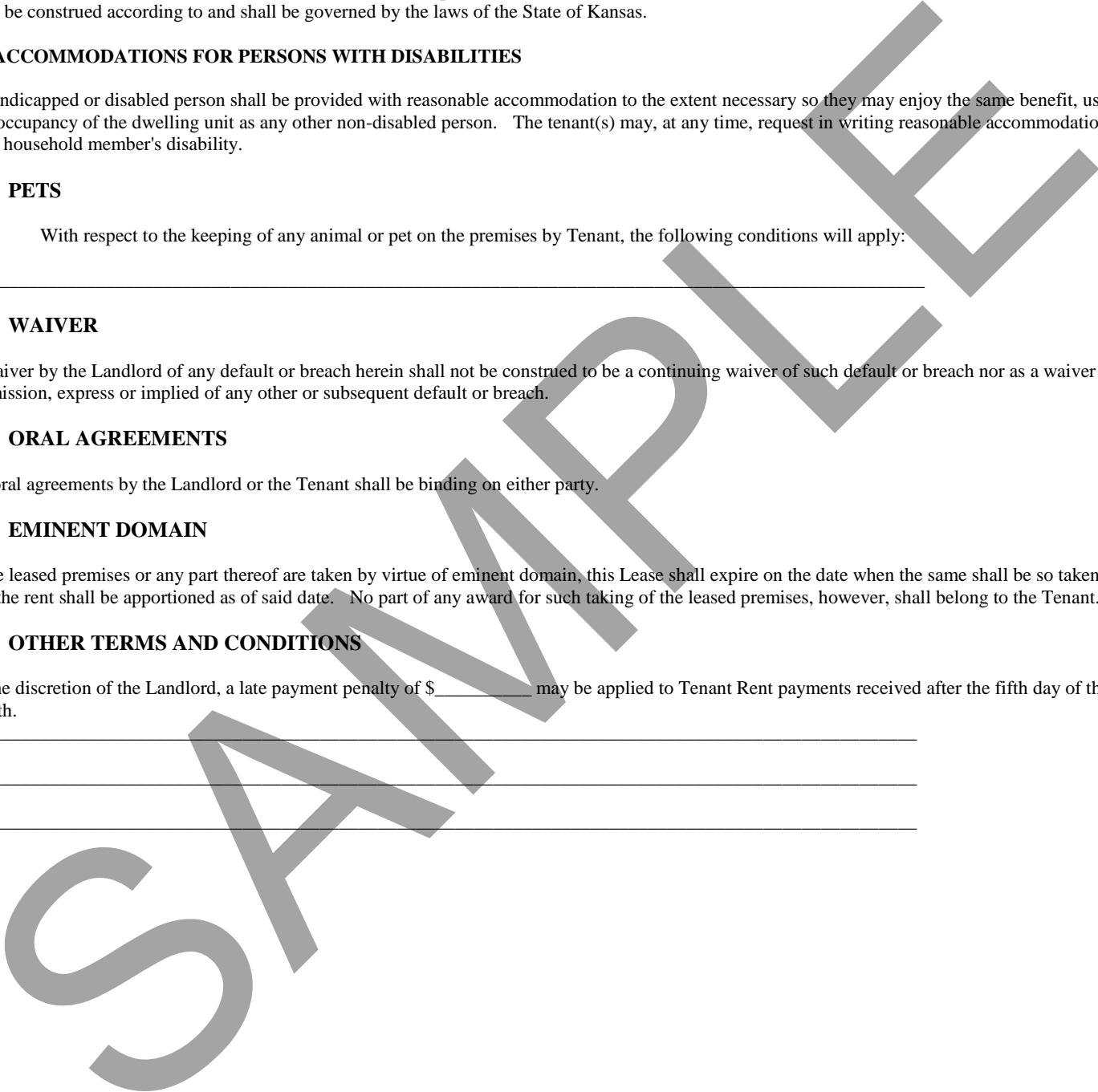
No oral agreements by the Landlord or the Tenant shall be binding on either party.

16. EMINENT DOMAIN

If the leased premises or any part thereof are taken by virtue of eminent domain, this Lease shall expire on the date when the same shall be so taken, and the rent shall be apportioned as of said date. No part of any award for such taking of the leased premises, however, shall belong to the Tenant.

17. OTHER TERMS AND CONDITIONS

At the discretion of the Landlord, a late payment penalty of \$_____ may be applied to Tenant Rent payments received after the fifth day of the month.



18. HUD REQUIRED TENANCY ADDENDUM - Entire Part C of the HAP Contract

1. Section 8 Voucher 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 Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA 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 PHA 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 the 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 voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal 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 PHA in accordance with HUD 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.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or re-determined by the PHA in accordance with HUD 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 PHA housing assistance payment.
- b. Each month, the PHA 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 PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher 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 PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA 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 PHA 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 may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- 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 HQS.
- (2) 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 HQS.
- (2) The owner is not responsible for a breach of the HQS 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 HQS 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 HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse.

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

- (a) will occupy the unit as a primary residence; and
- (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice.

This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) 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, shall not be 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 domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by court action. The owner may only evict the tenant by a court action.

g. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice 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 State or local law.

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to 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 or any other amounts that the tenant owes under the lease.
- c. 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.
- d. 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.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. 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 PHA 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 PHA 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. PHA 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 PHA 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 re-determined by the PHA in accordance with HUD requirements.

16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. 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 PHA and the owner. The PHA 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 PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs. **HUD.** The U.S. Department of Housing and Urban Development. **HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives. **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 HUD.

PHA. Public Housing Agency. **Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher 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 PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

19. NOTICE

The Tenant is hereby notified that the manager and the Landlord or the Landlord's agent are as follow:

Manager: [PAYEENAME]

Address: [PAYEEADD1]
[PAYEEADD2]
[PAYEECITY], [PAYEESTATE] [PAYEEZIP]

Telephone: [VENDORPH1]

Owner/Agent [VENDORNAME]

IN WITNESS WHEREOF, the parties hereto have set their hands unto the Lease Agreement on the date(s) indicated below. By their signatures, the Tenant and the Landlord acknowledge that they have read this agreement and that all terms and conditions have been explained to their satisfaction.

For the Tenant: (All family members over age 18 must sign)

[FMHFNAME] [FMHLNAME]

Date

[FMSFNAME] [FMSLNAME]

Date

Other Adult Family Member/s

Date

For the Landlord:

[PAYEENAME]

Date



**ASSISTED HOUSING LEASE ADDENDUM
FOR AUTOMATIC RENEWAL AND LDCHA ANNUAL RECERTIFICATION DATE**

FOR TENANT: [TENANTNAME] at [TENANTPHYADD1]

1. Initial term of lease and Automatic lease renewal.

The initial term begins on: _____

The initial term ends on: _____

This Lease shall have an anniversary date of renewal. This Lease shall renew (check one):

_____ Monthly _____ Annually

and shall so renew at the end of each successive term thereafter until written notice to terminate the lease is given by either the landlord or the tenant before the end of any term as indicated below (check one): The Kansas Landlord Residential Tenant Act shall prevail for monthly renewals (which requires only a thirty days notice) and in cases where no mark has been denoted below.

_____ 30 Days _____ 60 Days _____ 90 Days

2. LDCHA Annual Recertification Process Date [DATENEXTEXAM].

The annual recertification process commences at least 90 days prior to the end date of the Housing Assistance Payment (HAP) contract. The annual process includes verification of rent reasonableness for a requested rent increase, passing the Housing Quality Inspection (HQS) and the successful completion of the annual recertification packet to determine the HAP.

Landlord _____

Date _____

Tenant _____

Date _____

**ASSISTED HOUSING LEASE ADDENDUM
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FOR TENANT: [TENANTNAME] at [TENANTPHYADD1]

SECTION 8 TENANT BASED ASSISTANCE: HOUSING CHOICE VOUCHER PROGRAM. If there is any conflict between this addendum and any other provisions of the lease, the language of this addendum shall control.

The only lease the LDCHA will subsidize is the approved lease that is on file.

PART 982-- Subpart G--Leasing a Unit Sec. 982.308 Lease and tenancy. (c) State and local law. The PHA may review the lease to determine if the lease complies with State and local law. The PHA may decline to approve the tenancy if the PHA determines that the lease does not comply with State or local law. All parties recognize that the Kansas Residential Landlord Tenant Act prohibits terms, conditions and damages from the lease provisions.

**K.S.A. 58-2547. Same; prohibited terms and conditions; damages.
Lease provisions; Prohibited terms, conditions; damages**

- (a) No rental agreement may provide that the tenant or landlord:
 - (1) Agrees to waive or to forego rights or remedies under this act;
 - (2) authorizes any person to confess judgment on a claim arising out of the rental agreement;
 - (3) agrees to pay either party's attorneys' fees; or
 - (4) agrees to the exculpation or limitation of any liability of either party arising under law or to indemnify either party for that liability or the costs connected therewith, except that a rental agreement may provide that a tenant agrees to limit the landlord's liability for fire, theft or breakage with respect to common areas of the dwelling unit.
- (b) A provision prohibited by subsection (a) included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by such landlord to be prohibited, the tenant may recover actual damages sustained by such tenant.

Landlord _____

Date _____

Tenant _____

Date _____

VERIFICATION OF SECURITY DEPOSIT

Tenant: [TENANTNAME] and, **Owner/Manager:** [VENDORNAME]
have entered into a lease for the rental unit at **Address:** [TENANTPHYADD1]

With an initial lease date of [APPROVDATE]

The lease sets a security deposit in the amount of \$[DEPOSIT]

The tenant and the Owner/Manager have agreed to the following terms for collection of this security deposit.

Please check the appropriate statement, sign and return this form to the LDCHA with the lease.

Landlord will collect deposit in full.

Landlord and tenant have established a payment agreement.

Payment agreement terms: _____.

FAILURE TO PAY THE SECURITY DEPOSIT STATED IN THE LEASE IS A VIOLATION OF THE LEASE AND MAY BE GROUNDS FOR EVICTION

Landlord agrees to waive deposit.

The LDCHA will pay \$ _____ toward the security deposit as a one-time grant to the tenant through the HOME Transitional Housing Program for homeless families. Any amount refunded is to be paid directly to the tenant as required by Kansas law.

Signed:

Landlord

Date

Tenant

Date