

Tenancy Addendum
Rental Assistance Voucher Program
(To be attached to Tenant Lease)

1. Rental Assistance 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 Sault Tribe Housing Authority Rental Assistance Voucher Program.
- b. The owner has entered into a Rental Assistance Payments Contract (RAP contract) with the STHA under the voucher program. Under the RAP contract, the STHA 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 STHA 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 RAP 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 STHA. The family must promptly inform the STHA 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 STHA.
- c. The contract unit may be used for residence by the STHA-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 STHA in accordance with RAVP 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 redetermined by the STHA in accordance with Program policies, 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 STHA rental assistance payment.

- b. Each month, the STHA will make a rental assistance payment to the owner on behalf of the family in accordance with the RAP contract. The amount of the monthly housing assistance payment will be determined by the STHA in accordance with Program policy for a tenancy under the Rental Assistance 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 STHA rental assistance payment under the RAP contract between the owner and the STHA. A STHA 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 STHA 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 service 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.

b. Grounds During the term of the lease 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 and 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 or would be a felony if committed in the state of Michigan ,, or
 - b) Violating a condition of probation or parole under Federal, State law or Tribal 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 lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- 2) During the lease term other good cause includes:
 - a. Disturbance of neighbors,
 - b. Destruction of property, or
 - c. Living or housekeeping habits that cause damage to the unit or premises.
 - d. 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
 - e. A business or economic reason for termination of the tenancy (such as sale of property, renovation of the unit).

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

f. Owner notice of grounds

- 1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant 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 STHA 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. STHA Termination of Assistance

The STHA may terminate program assistance for the family for any grounds authorized in accordance with Program policy. If the STHA terminates program assistance for the family, the RAP terminates automatically.

11. Family Move Out

The tenant must notify the STHA 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 STHA 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.)
- 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. Changes in Lease or Rent

- a. The tenant and the owner may not make any changes in the tenancy addendum. However, if the tenant and the owner agree to changes in the lease, such changes must be in writing, and the owner must immediately give the STHA 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 rental assistance shall not be continued unless the STHA has approved a new tenancy addendum in accordance with program requirements and has executed a new RAP 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. STHA approval of the tenancy, and execution of a new RAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

- d. The owner must notify the STHA of any changes in the amount of the rent to owner at lease 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 predetermined by the STHA in accordance with Program policy.

15. Notices

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

Landlord Signature _____ Date _____

Participant Signature _____ Date _____

Participant Signature _____ Date _____

Housing Authority
Representative Signature _____ Date _____