

California Department of Housing and Community Development
ASSET MANAGEMENT & COMPLIANCE (AMC) MULTI-FAMILY RENTAL LEASE ADDENDUM

Instructions: 1. Complete the shaded areas in the form, below
2. Have Lessor/Agent sign this Addendum and have the Tenant(s) sign this Addendum.
3. Provide fully signed copy to Tenant and have Tenant (or Head of Household) initial indicating receipt.
NOTE: Inform Tenant that Tenant may also receive this Addendum in Spanish if requested.

This Lease Addendum (Addendum) is intended to amend the Lease/Rental Agreement (Lease), dated _____, between _____ (Lessee/Tenant) and _____ (Lessor/Landlord) for the lease of Unit Number _____ of _____ (Project) located at _____ (Address), _____ (City), California (the Leased Premises).

As a condition of financial assistance provided for the above-named multifamily rental housing development (the "Project") by the Department of Housing and Community Development (the "Department"), the owner of the Project has entered into a Regulatory Agreement which establishes the terms, conditions and procedures related to the Project. The above noted leased unit is deemed to be an "Assisted Unit" as the term is defined in the Regulatory Agreement, and as such is subject to Project requirements.

The terms of this Addendum take precedence over every other provision in the lease itself and over any other lease addendum or attachment except as noted herein.

- (1) "Good cause", as defined by the Uniform Multifamily Regulations (the "UMR"), shall be required for termination of tenancy. Pursuant to *UMR Section 8307(a)(1)*: One or more of the following constitutes "good cause"
- (A) failure by the Tenant to maintain applicable eligibility requirements under the Program ("Program" means the Department funding program or programs providing assistance to the Project) or other eligibility requirements as approved by the Department;
 - (B) material noncompliance by the Tenant with the Lease, including one or more substantial violations of the Lease or habitual minor violations of the Lease which:
 - (i) adversely affect the health and safety of any person or the right of any tenant to the quiet enjoyment of the Leased Premises and related Project facilities;
 - (ii) substantially interfere with the management, maintenance, or operation of the Project; or
 - (iii) result from the failure or refusal to pay, in a timely fashion, Rent, as defined in the Regulatory Agreement or UMR, or other permitted charges when due. Failure or refusal to pay in a timely fashion is a minor violation if payment is made during the 3-day notice period;
 - (C) material failure by the Tenant to carry out obligations under state or local law;

- (D) subletting by the Tenant of all or any portion of the Assisted Unit;
 - (E) any other action or conduct of the Tenant constituting significant problems which can be reasonably resolved only by eviction of the Tenant, provided that the Landlord has previously notified the Tenant that the conduct or action in question would be considered cause for eviction. Examples of action or conduct in this category include the refusal of a Tenant, after written notice, to accept reasonable rules or any reasonable changes in the Lease, or the refusal to recertify income or household size; or
 - (F) for Transitional Housing: the end of the maximum term prescribed for tenant occupancy by the Program operated in a particular Transitional Housing development.
- (2) Any notice provided to the Tenant pursuant to state law shall state the facts constituting the grounds for any eviction. See *UMR Section 8307(a)(2)*.
 - (3) The Tenant is hereby notified of the availability of grievance procedures for hearing tenant complaints and for appeal of management action; such procedures are provided within the Lease, or attached hereto, or available upon request from the management company. See *UMR Section 8307(b)*.
 - (4) The Tenant household is annually required to recertify household income and size. See *UMR Sections 8306(a) and 8307(a)(4)*.
 - (A) If, at the time of recertification, the Tenant's household size has changed and no longer meets the occupancy standards of the Program, the Landlord may require the Tenant to move to the next available appropriately sized unit. The refusal to move to the next available appropriately sized unit, after notice to do so, if Tenant's household size has changed and no longer meets the occupancy standards of the Program, constitutes "good cause." See *UMR Section 8306(b) and 8307(a)(1)(A)*.
 - (B) If, at the time of recertification, the Tenant's household income exceeds the income limit designated for the household's unit, the Landlord may increase the Rent, to the extent a Rent increase for the household is permitted by statutes and regulations governing the low-income housing tax credit program, i.e., CTCAC, pursuant to the Department's regulations governing the procedure for adjusting Rents for over-income households. See *MHP Guidelines Section 7311*. For LPR projects, the Landlord may increase the Rent in accordance with Section 108(a) of the LPR Guidelines or, for Special Rent Increase tenants, in accordance with Section 108(c)(1)(A)(v), as permitted, in either case, by CTCAC rules and procedures. For No Place Like Home projects, see *NPLH Guidelines Section 207(c)* for rules regarding rent increases when the Tenant's household income exceeds the income limit designated for the household's unit.
 - (5) Initial term of tenancy for all Department-regulated units and all tax credit units shall be a minimum of at least six months, except that units for single room occupancy or transitional housing shall have a minimum initial term of at least one month. Subsequent Lease renewals for all types of tenancy shall be for a minimum term of at least one month.
 - (6) Rents may be adjusted no more than once annually, and such adjustment shall be calculated in accordance with HCD Program requirements, or, if approved by HCD, using CTCAC rules and procedures. *MHP Guidelines Section 7312(c)*.

- (7) For units receiving HUD Section 8 or other similar Federal rental assistance, the rules of such Program regarding Rent increases shall prevail, even if Tenant contribution amounts occur more often than annually. *See MHP Guidelines Section 7312(e).*
- (8) Disabled Accessible Units (if applicable)
- (A) Tenant(s) acknowledges that I/we am/are not disabled and am/are occupying a designated disabled accessible unit with accessibility features that are not available in every unit in the Project.
- (i) I/We acknowledge that priorities for such units are given to individuals with disabilities.
- (ii) I/We acknowledge that I/we am/are permitted to occupy the unit until Landlord issues a notice that the unit is needed by an individual with a disability and that I/we must then move to another available non-accessible comparable unit identified by Landlord.
- (iii) Upon receiving this notice, I/we agree to move within thirty (30) calendar days to the comparable unit.
- (iv) I/We further understand my/our rental rate may change to the rental rate for the unit I/we move to, and this lease will be modified accordingly.
- (v) Tenant(s) acknowledges that if I/we must move to another unit, the Project will pay reasonable moving-related cost.
- (9) Any provisions in this Lease in violation of State law, Department regulations or Program guidelines, the Regulatory Agreement, or Federal law, are void.

Landlord, or;

Property Management Company

By: _____ (Manager) _____ (Date)

Tenant(s) (Name and initials upon receipt of copy):

_____	_____	_____
Tenant Name	Tenant Signature	Date
_____	_____	_____
Tenant Name	Tenant Signature	Date

Tenants are to initial below after receiving a copy of the signed document.	
Initials	Date
Initials	Date

Tenant Name

Tenant Signature

Date

Tenant Name

Tenant Signature

Date

Tenant Name

Tenant Signature

Date

_____ Initials	_____ Date
_____ Initials	_____ Date
_____ Initials	_____ Date