

NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
UNIT LEASE ADDENDUM

NOTE: The NSP provisions listed shall super cede any conflicting language contained in the lease.

- Tenant(s) incomes must be certified as meeting the applicable income limits at initial occupancy and at any time a new tenant occupies a unit. Existing tenants are not required to recertify their incomes annually but new tenants must meet the prevailing income limits when taking occupancy of an NSP1-assisted unit throughout the Period of Affordability. However, other annual recertification regulations may apply at the discretion of the property owner.
- The NSP Assisted Units shall bear maximum rents as follows: Low HOME rents established by HUD HOME regulations for persons at or below 50% area Median Income. The rent is subject to the rent restrictions of the HOME Program. The owner retains the right to adjust rents, in accordance with the current Low HOME rent limits.
- Owner may choose not to renew a tenant’s lease for good cause, and definition of good cause. Deliberately providing false information can result in termination of the lease. Owner must give the tenant a written notice at least 30 days before the tenant must vacate the unit.
- The lease term for a NSP-assisted unit must be for at least one year, unless the tenant and the owner can mutually agree upon a shorter term.
- Owner retains the right to inspect, and permit Idaho Housing and Finance Association, and HUD to inspect, NSP-assisted units during the affordability period. Tenants must receive at least 24 hours notice for the inspections.
- Owners may choose to include a provision in the lease of a tenant that occupies, but does not have a need for, an accessible unit. This provision would give the owner the right to ask the tenant to move into a comparable non-accessible unit, should the accessible unit be needed by a person with a disability.
- For any building built prior to 1978, HUD’s Lead Based Paint notification form must be completed.
- The tenant at no time shall agree to be sued, to admit guilt, or to agree to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
- The owner may not seize or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This does not apply to disposition of personal property left by a tenant who has vacated a property which shall be disposed of in accordance with state law.
- The tenant at no time shall agree not to hold the owner or owner’s agents legally responsible for any action or failure to act, whether intentional or negligent.
- The tenant at no time shall agree that the owner may institute a lawsuit without notice to the tenant.
- The tenant at no time shall agree to the owner being able to evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- The tenant at no time shall agree to waiver the right to a trial by jury.
- The tenant at no time shall agree to waive the right to appeal or to otherwise challenge in court a court decision in connection with the lease.
- The tenant at no time shall be required to pay owner’s attorney’s fees or other legal costs and may recover tenant’s attorney fees and costs if the tenant wins in a court proceeding against the owner. The tenant, however, may be obligated to pay costs if the tenant loses.

Tenant: _____ Date: _____ Tenant: _____ Date: _____

Tenant: _____ Date: _____ Owner: _____ Date: _____