

# RESIDENTIAL RENTAL AGREEMENT ADDENDUM FOR UNITS PARTICIPATING IN GOVERNMENT REGULATED AFFORDABLE HOUSING PROGRAMS

This is an addendum to the Rental Agreement between \_\_\_\_\_ as Owner/Agent and \_\_\_\_\_ as Resident(s), for the following Dwelling Unit \_\_\_\_\_ Unit: \_\_\_\_\_ New Mexico.

This addendum shall be in effect for the full duration of the Resident's occupancy in the above referenced dwelling unit.

1. **Participation in Government Program.** It is understood by the Resident that the above named Owner is participating in a government regulated affordable housing program. This program requires both Resident and Owner to verify certain information and to agree to certain provisions contained in this addendum.

2. **Accuracy of Information in Application.** By signing this addendum, you are certifying that the information provided in the Supplemental Rental Application regarding your household annual income, household composition, and assets is true and accurate.

3. **Future Requests for Information.** Resident understands, that in order to remain in the Government Program, Owner is required periodically to update the information contained in Resident's application. Therefore, Resident Agrees to:

- (a) Provide, within the time specified in Owner's written request, all information regarding household income, household composition, and student status.
- (b) Provide, within the time specified in Owner's written request, all requested documentation to support Resident's income certification, which may include but is not limited to a copy of Resident's income tax returns, Forms W-2, verifications of income from third parties such as employers and/or state agencies paying unemployment.
- (c) Report to the Owner any and all changes in the number of occupants, student status, or household income.
- (d) Authorize the release of information from third party sources prior to initial move-in and every year thereafter, on or before the anniversary date of the preceding Resident Income Certification.

The preceding may be requested at any time during the term of this Rental Agreement or any subsequent term(s).

4. **Failure to Comply as Grounds for Termination.** The Resident's failure, whether intentional or unintentional, or refusal to:

- (a) comply with all requests for information,
- (b) authorize release of information from third party sources,

(c) inform owner of any and all changes in household income, number of occupants, student status, or

(d) provide accurate information

will be considered a material noncompliance with the Rental Agreement and may result in the termination of the Rental Agreement as provided in the New Mexico Uniform Owner-Resident Relations Act.

5. **No Lien for Unpaid Sums.** Owner shall not have a lien on Resident's property for unpaid rent or other sums, except that Owner may impose reasonable charges, not to exceed the prevailing rate charged by moving and storage companies, for the moving and storage of property left in the dwelling after move out.

### HOME Program

Owner	Resident(s)
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If the parties have initialed above, it is understood that the Owner is participating on this property in tenant-based rental assistance or rental programs under the HOME Investment Partnership rental assistance under Title 24 of the Code of Federal Regulations, Part 92. The following paragraphs apply only to properties participating in such assistance under the HOME Investment Partnership Act:

- 1. This addendum shall be in effect for the shorter of (1) the full duration of the Resident's occupancy in the above-referenced dwelling unit, or (2) for so long as the Resident or Owner is participating with respect to the property in any tenant-based rental assistance or rental program which is governed by regulations promulgated under Title 24 of the Code of Federal Regulations, Part 92.
- 2. Owner may not terminate the tenancy or refuse to renew the rental agreement of a resident of rental housing assisted with HOME funds except for serious and repeated violation of the terms and conditions of the lease; for violation of applicable federal state or local law, for completion of the tenancy period for transitional housing, or for other good cause. For so long as this HOME addendum is in effect, to terminate the tenancy, Owner must serve written notice upon Resident specifying the grounds for such termination or refusal at least thirty (30) days before the termination of the tenancy.

**This is a binding legal document. Your signature means that you have read, understood and agreed to the provisions set out above and have received a copy of this Addendum and any related documents.**

OWNER/AGENT

RESIDENT(S)

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

*This form was prepared by the Apartment Association of New Mexico which assumes no liability whatsoever from its use. Consult your own legal advisor regarding the use and effect of this Agreement.*

