



## HOME Program Addendum to the Lease

This multifamily property participates in the HOME Investments Partnership Program ("HOME Program" of Montgomery County and is subject to the regulations and affordability restrictions described in 42 U.S.C. §12701 - §12839, et seq. and regulations promulgated thereunder by the Department of Housing and Urban Development. Under the HOME Program, tenants are subject to the following requirements:

### **Annual Recertification**

1. Report the Income of all persons living in the household, including non-related individuals. Provide at least 2 months of source documentation to verify the income including wage/salary statements, social security/SSI and pension statements, child support and alimony payments, unemployment compensation statements, etc.
2. Report all Rental Assistance and provide source documentation verifying the amount and type of assistance.
3. Provide at least 2 months of checking and savings account statements.
4. Report changes in family or household composition and income occurring between annual recertifications.

If you or any member of your household gives false information regarding income or other data, or fails to cooperate with the recertification process, you have committed a lease violation. The management of this property will have the right to terminate your lease by giving you personally, or sending via first class mail, thirty (30) day written notice to quit and vacate the premises.

### **Change in Rent**

1. Rent Increases: in accordance with the multifamily lease requirements of Montgomery County, your rent may not be increased more than once per twelve (12) month period. It may be increased after the initial term of your lease expires or after twelve (12) months, whichever is greater.
2. If during the term of your occupancy, your annual household income exceeds the income limits established by the HOME Program, management is entitled to adjust your rent to such that you pay (a) 30 percent (30%) of the household's adjusted income as rent, or (b) the rent amount payable under state or local law. The rent adjustment must be made in accordance with the guidelines of the HOME Program and in accordance with the terms of your lease. Your lease will not be terminated based on the household's increased income.

### **Prohibition of Additional Charges**

Tenants living in HOME-assisted units may not be charged fees that are not customarily charged in rental housing (e.g., laundry room access fees). Management may charge reasonable application fees, parking fees (if customary for rental housing projects in the neighborhood) and meals or bus/shuttle transportation (if this service is voluntary). Supportive services that are disability-related cannot be established as mandatory. This clarification is consistent with Section 502 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability in Federally-funded programs and activities.

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Signature by Head of Household

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Date