

LEASE REVIEW CHECKLIST—HOME REQUIRED & PROHIBITED PROVISIONS

Note: This checklist does not include any provisions that may be required or prohibited as a result of applicable state or local laws, regulations, or policies. Nothing within the HOME requirements is meant to limit a tenant’s rights under state or local law; rather the HOME required/prohibited provisions are intended to guarantee HOME tenants certain minimum protections that may in fact exceed their rights under applicable state and local landlord/tenant laws. This checklist was adapted from *Compliance in HOME Rental Projects: A Guide for PJs*, Attachment 5A.

<i>Project Name/Number:</i>	<i>Project Address:</i>
<i>Date of Lease Review:</i>	<i>Reviewed by:</i>
<i>Determination:</i> <input type="checkbox"/> Lease is acceptable (contains required provisions and excludes prohibited provisions) <input type="checkbox"/> Lease is not acceptable <input type="checkbox"/> Required provisions are missing <input type="checkbox"/> Prohibited provisions are Required provisions are missing <input type="checkbox"/> Owner/Management notified of needed revisions {attach a copy of letter}: ___/___/___ <input type="checkbox"/> Revised lease re-reviewed and determined acceptable: ___/___/___	
<i>Other Notes:</i>	

REQUIRED PROVISIONS		
Present	Required Provisions	Description
<input type="checkbox"/> Yes <input type="checkbox"/> No	Income Eligibility/Annual Income Recertification	<ul style="list-style-type: none"> Owner retains right to recertify the tenant's HOME income-eligibility on an annual basis. The tenant's failure to cooperate in the income recertification process constitutes a violation of the lease. Deliberately providing false information can result in termination of the lease.
<i>Review Notes:</i>		
<input type="checkbox"/> Yes <input type="checkbox"/> No	HOME Rent Restrictions/Rent Increases	<ul style="list-style-type: none"> Rents are subject to the rent restrictions of the HOME Program. Owner retains right to adjust rents, in accordance with the HOME Rent limits. The rents for tenants whose incomes go over the HOME rent limits for the units they occupy (High or Low HOME Rent units) will be increased. Terms for rent increases (i.e., how frequently rent can be increased; when increases can be made; how much written notice must tenant receive).
<i>Review Notes:</i>		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Lease Renewal	<ul style="list-style-type: none"> Owner may choose not to renew a tenant's lease for good cause, and definition of good cause. Good cause is defined as: repeated violation of lease terms; violations of federal, State, or local law; or for completion of the tenancy period for transitional housing. An increase in a tenant's income does not constitute good cause for termination of, or refusal to renew, a lease. Owner must give the tenant a written notice at least 30 days before the tenant must vacate the unit.
<i>Review Notes:</i>		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Lease Term	<ul style="list-style-type: none"> The lease term for a HOME-assisted unit must be for at least one year, unless the tenant and the owner mutually agree upon a shorter term.
<i>Review Notes:</i>		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Annual Unit Inspection	<ul style="list-style-type: none"> Owner retains the right to inspect, and to permit the PJ and HUD to inspect, HOME-assisted units during the affordability period. State or local law may establish how much notice the tenant must be given for inspections.
<i>Review Notes:</i>		

Present	Required Provisions	Description
<input type="checkbox"/> Yes <input type="checkbox"/> No	Accessible Units	<ul style="list-style-type: none"> Owners may choose to include a provision in the lease of a tenant that occupies, but does not have 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.
<i>Review Notes:</i>		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Lead Warning Statement, for properties built prior to 1978	<ul style="list-style-type: none"> Confirm that the owner has complied with lead-based paint notification requirements.
<i>Review Notes:</i>		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Violence Against Women Act (VAWA)	<ul style="list-style-type: none"> Confirm that the owner has complied with the Violence Against Women Act Reauthorization Act of 2013. HUD Form 91067.
<i>Review Notes:</i>		
PROHIBITED PROVISIONS		
Present	Prohibited Provisions	Description
<input type="checkbox"/> No <input type="checkbox"/> Yes	Agreement to be sued	<ul style="list-style-type: none"> Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
<i>Review Notes:</i>		
<input type="checkbox"/> No <input type="checkbox"/> Yes	Agreement regarding seizure of property	<ul style="list-style-type: none"> Agreement by the tenant that the owner may seize or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This provision does not apply to disposition of personal property left by a tenant who has vacated a property.
<i>Review Notes:</i>		
<input type="checkbox"/> No <input type="checkbox"/> Yes	Excusing owner from responsibility	<ul style="list-style-type: none"> Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
<i>Review Notes:</i>		

<input type="checkbox"/> No <input type="checkbox"/> Yes	Waiver of notice	<ul style="list-style-type: none"> Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.
Review Notes:		
<input type="checkbox"/> No <input type="checkbox"/> Yes	Waiver of legal proceedings	<ul style="list-style-type: none"> Agreement of the tenant that the owner may 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.
Review Notes:		
<input type="checkbox"/> No <input type="checkbox"/> Yes	Waiver of a jury trial	<ul style="list-style-type: none"> Agreement by the tenant to waive any right to a trial by jury.
Review Notes:		
<input type="checkbox"/> No <input type="checkbox"/> Yes	Waiver of right to appeal court decision	<ul style="list-style-type: none"> Agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in court a court decision in connection with the lease.
Review Notes:		
<input type="checkbox"/> No <input type="checkbox"/> Yes	Agreement to pay legal costs, regardless of outcome	<ul style="list-style-type: none"> Agreement by the tenant to pay attorney's fees or other legal costs, even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
Review Notes:		
<input type="checkbox"/> No <input type="checkbox"/> Yes	Mandatory supportive services	<ul style="list-style-type: none"> Require tenants to accept supportive services, to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794), which prohibits discrimination on the basis of disability in federally funded programs and activities.
Review Notes:		