

**MASSACHUSETTS RENTAL VOUCHER PROGRAM (MRVP)
LEASE ADDENDUM**

(MUST be Attached to Tenant Lease)

1. MASSACHUSETTS RENTAL VOUCHER PROGRAM (MRVP)

- a. The Owner is leasing the Contract Unit to the Tenant for occupancy by the Tenant's Household with assistance for tenancy under MRVP.
- b. The Owner has entered into a Voucher Payment Contract (VPC) with the Administering Agency (AA). Under the VPC, the AA will make Voucher Payments to the Owner to assist the Tenant in leasing the Contract Unit from the Owner.

2. LEASE

- a. The MRVP Lease Addendum ("Addendum") is an integral part of the Lease agreement between the Owner and Tenant.
- b. The Owner has given the AA a copy of the Lease, and certifies that the terms of the Lease are in accordance with all provisions of the VPC and that the Lease includes this Addendum.
- c. The Tenant shall have the right to enforce the Addendum against the Owner.

3. USE OF CONTRACT UNIT

- a. The composition of the Household must be approved by the AA. The Tenant must promptly inform the AA of the birth, adoption or court ordered custody of a child. Other persons may not be added to the Household without prior written approval of the Owner and the AA.
- b. The Contract Unit may only be used for residence by the AA-approved Household members. The Contract Unit must be the Household's only residence.
- c. The Tenant may not sublease or sublet the Contract Unit.
- d. The Tenant may not assign the Lease or transfer the Contract Unit.

4. TOTAL CONTRACT RENT, SECURITY DEPOSIT, AND OTHER FEES

- a. The total Contract Rent is the total rent charged by the Owner for the Contract Unit, as stated in the Lease to which this Addendum is attached.
- b. The total Contract Rent consists of the Tenant Rent Share, paid by the Tenant directly to the Owner in accordance with Section 5 below, and the monthly Voucher Payment amount, paid by the AA to the Owner in accordance with the VPC. In no event will the sum of these two amounts exceed the total Contract Rent.
- c. The Owner may accept a security deposit which shall not exceed one (1) month's total Contract Rent. Any such security deposit shall be collected and retained in accordance with the Massachusetts Security Deposit Law, M.G.L. c.186 sec. 15B.
- d. Total Contract Rent includes all housing services, maintenance, utilities, and appliances to be provided and paid by the Owner in accordance with the Lease.
- e. The Owner may not charge or accept, from the Tenant or from any other source, any payment for rent of the Contract Unit in addition to the Tenant Rent Share, paid to the Owner, and the Voucher Payment.

- f. The Owner may not ask the Tenant to assume payment of any utilities the Owner has agreed to pay under the terms of the Lease. All other fees for items such as key replacement, parking spaces or laundry, must be reasonable, are subject to review by the AA, and included in the Lease.
- g. The Owner may not charge the Tenant extra amounts for items customarily included in rent to Owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.
- h. The total Contract Rent may not exceed the amount approved by the AA.
- i. Any increase in total Contract Rent must be requested by the Owner and approved by the AA.
- j. The Owner may not raise the total Contract Rent during the initial term of the Lease, unless the Tenant has a Project Based MRVP Voucher and such increase is approved by the AA.
- k. During the term of the Lease (including the initial term of the Lease and any extensions), the total Contract Rent may at no time exceed:
 - i. The reasonable rent for the Contract Unit as most recently determined or redetermined by the AA; or
 - ii. Rent charged by the Owner for comparable unassisted, market-rate units on the premises.

5. PAYMENT TO OWNER

- a. The Tenant is responsible for paying the Owner any portion of the Contract Rent that is not covered by the Voucher Payment.
- b. Each month the AA will make a Voucher Payment to the Owner on behalf of the Tenant in accordance with the VPC. The amount of the monthly Voucher Payment will be determined by the AA in accordance with DHCD requirements under MRVP.
- c. The monthly Voucher Payment shall be credited against the monthly total Contract Rent payable to the Owner for the Contract Unit.
- d. The Tenant is not responsible for paying the portion of Contract Rent to Owner covered by the AA's Voucher Payment under the VPC between the Owner and the AA. An AA's failure to pay the Voucher Payment to the Owner in accordance with the VPC is not a violation of the Lease. The Owner may not terminate the tenancy for nonpayment of the AA Voucher Payment so long as the VPC remains in effect.
- e. The Owner must immediately return to the Tenant any excess rent paid by the Tenant.

6. MAINTENANCE, UTILITIES, AND OTHER SERVICES

- a. The Owner must maintain the Contract Unit and premises in accordance with Massachusetts State Sanitary Code (760 CMR 410.000) Minimum Standards of Fitness for Human Habitation.
- b. Utilities and appliances
 - i. The Owner must make available all utilities needed to comply with the State Sanitary Code (760 CMR 410.000).
 - ii. The Owner is not responsible for a breach of the minimum standards of fitness of human habitation caused by the Tenant's failure to:

1. Pay for any utilities that are to be paid by the Tenant.
2. Provide and maintain any appliances that are to be provided by the Tenant.
- c. The Owner is not responsible for a breach of the State Sanitary Code because of damages beyond normal wear and tear caused by any member of the Tenant's Household or by a Guest.
- d. The Owner must provide all housing services as agreed to in the Lease.

7. LEASE TERM

- a. Unless the Owner or the Tenant provide the other party and the AA with at least thirty (30) days advance written notice prior to the anniversary date of the Lease, the Lease will automatically extend, upon the same terms and conditions, unless otherwise terminated by the Owner or Tenant.
- b. If this Lease is terminated by the Owner or Tenant in accordance with paragraph 7(a), the Owner and Tenant may agree, without prior AA approval, to renew the Lease for a period of one (1) or more months in order to give the Tenant additional time to relocate.
- c. If both the Tenant and Owner agree, this Lease may be terminated by providing the AA with thirty (30) days advanced written notice, signed by both Tenant and Owner.
- d. If the Tenant has a Project Based Voucher, the Owner must renew the Lease, unless the Tenant has committed Lease violations.

8. SALE OF CONTRACT UNIT

If the Owner voluntarily assigns, transfers, or sells his/her interest in the building in which the premises are located, unless the Owner has previously terminated the tenancy prior to the sale in accordance with the terms of this Addendum, the Owner must require the assignee, transferee, or new Owner to assume the obligations of the Lease, in writing, prior to such assignment, transfer or sale, a signed copy of which shall be sent immediately to the AA and Tenant.

9. TERMINATION OF TENANCY BY OWNER

- a. **Requirements.** The Owner may only terminate the tenancy in accordance with this Addendum and DHCD requirements.
- b. **Grounds.** During the term of the Lease (the initial term of the Lease or any extension term), the Owner may only terminate tenancy because of:
 - i. Non-payment of Tenant's share of the Contract Rent;
 - ii. Interference with the rights of other tenants;
 - iii. Causing serious damage to the leased premises or common areas;
 - iv. Posing a threat to the health or safety of other tenants or the Owner;
 - v. Substantial breach of any material covenant or condition of the Lease, including all attachments;
 - vi. If the leased premises or any part thereof of the whole or a substantial part of the building are made uninhabitable by fire, flood, other natural disaster, or condemnation or taken by eminent domain; or
 - vii. After the initial Lease term, other good cause (as provided in paragraph c), except

that Leases of Tenants with Project Based MRVP Vouchers may only be terminated for reasons i–vi and not for other good cause.

- c. **Other Good Cause.** Other good cause for termination of tenancy may include:
 - i. The Tenant’s failure to accept the Owner’s offer of a new Lease or revision;
 - ii. The Owner’s desire to use the Contract Unit for personal or family use; or
 - iii. The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- d. **Written Notice.** The Owner must provide at least thirty (30) days advance written notice to the Tenant and AA prior to any Lease termination. Lease termination due to non-payment of rent only requires fourteen (14) days advance written notice to the Tenant and AA prior to Lease termination. Advance written notice is not required if the Contract Unit becomes uninhabitable.
- e. **Protections for Victims of Abuse.**
 - i. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the Lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
 - ii. Criminal activity directly relating to abuse, engaged in by a member of a Tenant’s Household or any Guest or other person under the Tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an immediate member of the Tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.
 - iii. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, an AA or Owner may “bifurcate” a Lease, or otherwise remove a member of the Tenant’s Household from a Lease, without regard to whether a Household member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in criminal acts of physical violence against family members. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a Tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of Leases or assistance under MRVP.
 - iv. Nothing in this section may be construed to limit the authority of an AA or Owner, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the Household members in cases where a Household breaks up.
 - v. Nothing in this section limits any otherwise available authority of an Owner to evict or an AA to terminate assistance to a Tenant for any violation of a Lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant’s Household, provided that the Owner or AA does not subject an individual who is or has been a victim of domestic violence, dating violence, or

stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

- vi. Nothing in this section may be construed to limit the authority of an Owner to evict, or an AA to terminate assistance, to any Tenant if the Owner or AA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the Tenant is not evicted or terminated from assistance.
 - vii. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.
- f. **Eviction by court action.** The Owner may only evict the Tenant by a court action. The Owner must give the AA copies of any notices provided to the Tenant.

10. TERMINATION OF TENANCY BY TENANT

- a. The Tenant may only terminate the Lease with prior AA approval.
- b. The Tenant may only terminate the Lease for cause, which may include:
 - i. Housing safety violations under Article II of the State Sanitary Code;
 - ii. Reasonable accommodation due to a Household member's disability;
 - iii. Domestic violence, which does NOT require AA approval;
 - iv. An increase in Contract Rent is approved resulting in the Household contributing more than 40% of net income to Gross Rent and the Household deems the increased Household contribution unaffordable; and
 - v. Other reasons as allowed by law.
- c. The Tenant must subsequently give the Owner and AA written notice at least one full calendar month prior to terminating the Lease for cause.
- d. Notice is NOT required in cases of domestic violence, if it not feasible or safe for the Tenant to do so.

11. RELATION TO VPC

If the Lease of a Participant with a Mobile Voucher is terminated for any reason, the VPC automatically terminates on the same date. The termination of the Lease of a Participant with a Project Based Voucher has no effect on the Project Based VPC.

12. AA TERMINATION OF ASSISTANCE; SUBSIDY SUBJECT TO APPROPRIATION

- a. The AA may terminate program assistance for the Tenant for any grounds authorized in accordance with DHCD requirements.
- b. Provision of housing subsidy in accordance with the Lease and this Addendum is subject to the appropriation of funding for MRVP by the Massachusetts Legislature, and the release of such funds to DHCD and the AA by the Executive Office of Administration and Finance.

13. PROHIBITION OF DISCRIMINATION

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the Owner must not discriminate against any person because of race, ethnicity, color, religion, sex, national origin, age, familial status, marital status, sexual orientation,

ancestry, genetic information, gender identity, veteran status or membership in armed forces, receipt of public assistance, or disability in connection with the Lease.

14. CONFLICT WITH OTHER PROVISIONS OF LEASE

- a. The terms of the Addendum are prescribed by DHCD in accordance with state regulations, as a condition for housing assistance to the Tenant and Tenant's Household under MRVP.
- b. In case of any conflict between the provisions of the Addendum, and any other provisions of the Lease or any other agreement between the Owner and the Tenant, the requirements of this DHCD-required Addendum shall control.
- c. The provisions of this Addendum are severable. If any provision of the Lease Addendum or the application of any provision is held to be invalid by a court of competent jurisdiction, all other provisions shall remain in full force and effect.
- d. Notwithstanding anything contrary contained in this Addendum, any provision of the Lease which falls within the following classification shall be void.
 - i. Confession of Judgment. Prior consent by the Tenant to a judgment in the favor of the Owner in a lawsuit brought in connection with the Lease.
 - ii. Seizure of Property for Rent or Other Charges. Authorization to Owner to seize property of the Tenant without process of law.
 - iii. Exculpatory Clause. Agreement by the Tenant not to hold the Owner legally responsible for negligence, intentional tortious acts, or breach of contract.
 - iv. Waiver of Legal Proceedings. Agreement by the Tenant that the Owner may evict the Tenant or hold or sell possessions of the Tenant without the process of law.
 - v. Waiver of Jury Trial or of Appeal. Waiver of the Tenant's right to trial by jury or to appeal a court decision.
 - vi. Tenant Chargeable with Cost of Legal Action. Agreement by the Tenant to pay the Owner's lawyer's fees or other costs of suit.

15. CHANGES IN LEASE OR RENT

- a. The Tenant and the Owner may not make any change in the Addendum. Changes to the Lease agreed to by the Tenant and the Owner can only be made in accordance with MRVP requirements and must be in writing. The Owner must immediately give the AA a copy of such changes.
- b. Any changes to the Contract Rent must be made in accordance with Section 4 h-k of this Addendum.
- c. The AA may make such changes or additions to the Lease or this addendum as are required to comply with federal or state statutes, regulations, or other program requirements.