

**Disaster Rent Subsidy Contract
for Phase 2 and Phase 3 Families
Disaster Housing Assistance
Program**

**Part C of DRS Contract: Lease
Addendum**

**1. Disaster Housing Assistance
Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Disaster Housing Assistance program (DHAP) administered by the United States Department of Housing and Urban Development (HUD) on behalf of the Federal Emergency Management Agency (FEMA).
- b. The owner has entered into a Disaster Rent Subsidy contract (DRS contract) with the PHA under DHAP. Under the DRS contract, the PHA will make rent subsidy payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the DRS contract and that the lease includes the lease addendum.
- b. The tenant shall have the right to enforce the lease addendum against the owner. If there is any conflict between the lease addendum and any other provisions of the lease, the language of the lease addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the DHAP.
- b. The tenant may not sublease or let the unit.
- c. The tenant may not assign the lease or transfer the unit.

4. Lease Rent

- a. The lease rent may not exceed the amount approved by the PHA in accordance with DHAP requirements.
- b. Changes in the lease rent shall be determined by the provisions of the lease, DRS contract and DHAP requirements.
- c. The lease rent may not exceed the reasonable rent for the unit as determined by the PHA in accordance with DHAP requirements.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the lease rent that is not covered by the PHA rent subsidy payment.
- b. Each month, the PHA will make a rent subsidy payment to the owner on behalf of the family in accordance with the DRS contract. The amount of the monthly rent subsidy payment will be determined by the PHA in accordance with DHAP requirements.
- c. The rent subsidy payment shall be credited against the monthly lease rent for the contract unit.
- d. The tenant is not responsible for paying the portion of lease rent covered by the rent subsidy payment under the DRS contract between the owner and the PHA. A PHA failure to pay the rent subsidy payment to

the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA rent subsidy payment.

- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the lease rent. Lease rent includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment paid by the tenant to the tenant.

6. Other Fees and Charges

The owner may not charge the tenant extra amounts for items customarily included in lease rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with housing quality standards or the limited inspection requirements applicable only to
 - (a) FEMA rental assistance families transitioning to the DHAP by staying in-place in the FEMA rental assistance unit, and
 - (b) a family relocating from a FEMA provided temporary housing unit to a private rental market unit that FEMA has located for the family.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with

the DHAP operating requirements.

- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family Damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing Services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy: Owner Requirements. The owner may only terminate the tenancy in accordance with the lease, state and local law and requirements under Disaster Housing Assistance Program.

9. Lease: Relation to DRS Contract

If the DRS contract terminates for any reason, the lease is not affected by the termination of the DRS contract or rent subsidy payments. However, upon termination of the DRS contract, this lease addendum shall be void.

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family, for any grounds authorized in accordance with DHAP requirements. If the PHA decides to terminate program assistance for the family, the DRS contract terminates and no additional rent subsidy payments will be made to the owner.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. 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, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

13. Conflict with Other Provisions of Lease

- a. The terms of the lease addendum are prescribed by HUD in accordance with HUD and FEMA requirements, as a condition for Federal assistance to the tenant and tenant's family under the DHAP.
- b. In case of any conflict between the provisions of the lease addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of this lease addendum shall control.

14. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the lease addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the lease addendum.
- b. In the following cases, rent subsidy payments shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new DRS contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new DRS contract,

are not required for agreed changes in the lease other than as specified in paragraph b.

- d. The owner must notify the PHA and the tenant of any changes in the amount of the lease rent at least thirty days before any such changes go into effect, and the amount of the lease rent following any such agreed change must be in accordance with DHAP requirements.

15. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

16. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the DHAP.

DRS contract. The rent subsidy payments contract between the PHA and the owner. The PHA pays rent subsidy payments to the owner in accordance with the DRS contract.

FEMA. Federal Emergency Management Agency

Housing quality standards (HQS). The HUD standards for housing assisted under the DHAP.

HUD. The U.S. Department of Housing and Urban Development.

DHAP requirements. DHAP requirements are the Inter-Agency Agreement between FEMA and HUD, the Operating Requirements for the program, any applicable HUD notices, Federal Register Notices, regulations, contracts and HUD policies for the DHAP.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the lease addendum prescribed by HUD.

Lease rent. The total monthly rent payable to the owner for the contract

unit. The lease rent is the sum of the portion of rent payable by the tenant plus the PHA rent subsidy payment to the owner.

Owner. Any person or entity with the legal right to lease or sublease a unit to a participant.

PHA. Public Housing Agency. A housing agency or other HUD designated intermediary agency that administers the DHAP.

Phase 1. Families that were residing in privately owned rental units and were receiving rental assistance either by way of payments (1) made directly to the landlord on the family's behalf through FEMA's contractor, Corporate Lodging Consultants (CLC), or (2) FEMA was providing assistance directly to the family, which the family then used to pay their rental costs.

Phase 2. Families that were at one time residing in FEMA provided temporary housing units, have vacated the temporary housing units, and are receiving rental assistance from CLC or FEMA for an interim period prior to the transition to DHAP.

Phase 3. Families residing in FEMA temporary housing units who will be transitioned on an on-going basis to DHAP by FEMA.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Disaster Housing Assistance program.

Tenant. The family member (or members) who leases the unit from the owner.

Signatures:

Tenant

Owner

Print or Type Name of Tenant

Print or Type Name of Owner

Signature

Signature

Date (mm/dd/yyyy)

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)