

**Miami-Dade County Homeless Trust
Miami-Dade Continuum of Care Permanent Supportive Housing
Tenant-Based Rental Assistance Program**

LEASE ADDENDUM

Rental Unit Address: _____

City: _____ **State and Zip Code:** _____

Tenant: _____

Landlord: _____

A. Purpose of the Addendum. The Tenant identified above has been approved to receive rental assistance towards the above-referenced unit (Unit) under Miami-Dade County's Continuum of Care Permanent Supportive Housing Tenant-Based Rental Assistance Program (Program). The Lease for the Unit between the Tenant and the Landlord identified above, dated _____, 20__ is being amended to include the provisions of this Program Addendum. Under the Program, the Miami-Dade County will make monthly payments to the Landlord on behalf of the Tenant.

The Lease has been signed by Tenant and Landlord on the condition that the Unit has been approved in writing by the Miami-Dade County, as required under the Program's Landlord Participation Agreement executed by the Landlord.

B. Term of Lease Addendum. The term of this Lease shall be twelve months, unless the Tenant and the Landlord agree to a longer term. The term of this addendum shall be the same as the term of the Lease.

C. Landlord Participation Agreement. The Program's Landlord Participation Agreement executed by the Landlord specifically in connection with the Unit is incorporated by reference herein in its entirety into this Lease Addendum ("Participation Agreement").

D. Conflict with Other Provisions of the Lease. In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

E. Rental Assistance Payment. On or around the 1st day of each month, the Miami-Dade County, through its Public Housing and Community Development Department, will make a rental assistance payment to the Landlord on behalf of the Tenant in accordance with the terms of the Program's Landlord Participation Agreement between the Landlord and Miami-Dade County, incorporated herein by reference. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant. The monthly housing assistance payment by the Miami-Dade County is subject to change during the term of the Lease, however, the total monthly rent amount set forth below shall remain in effect, and not be increased by the Landlord, during the term of the Lease.

1. Program Portion of Monthly Rent:	\$ _____
2. Tenant Portion of Monthly Rent:	\$ _____
3. Total Monthly Rent Amount:	\$ _____

F. Tenant Payment to Owner.

1. The Tenant is not responsible for paying the portion of total monthly rent covered by the Miami-Dade County's Program. Miami-Dade County's failure to pay the Program payment to the Landlord is not a violation of the Lease. The Landlord may not terminate the tenancy for nonpayment of the Program payment.
2. The Landlord may not charge or accept, from the Tenant or from any other source except from the Miami-Dade County any payment for rent of the Unit in excess of, or in addition to, the Tenant's portion of the total monthly rent amount. Total monthly rent amount, as set forth in the Lease and approved by Miami-Dade County, includes all housing services, maintenance, utilities and appliances to be provided by the Landlord in accordance with the Lease.
3. The Landlord must immediately return any excess rent payment collected from the Tenant directly to the Tenant.
4. The Landlord must provide written receipt of the Tenant's payment of rent to the Tenant.

G. Late Fees. The Landlord acknowledges and agrees that Miami-Dade County is not liable, and will not pay, for late fees relating to the Tenant's payment of his or her portion of the rent or utilities. The Landlord hereby acknowledges and agrees that the Tenant is not liable, and will not pay, for late fees relating to payment of the Miami-Dade County's portion of the rent. The Landlord further acknowledges and agrees that the Miami-Dade County may pay its portion of the monthly rent by the 10th of the month for which rent is owed and after such date, it may be become subject to reasonable late fees.

H. Security Deposit.

Existing Security and/or Advance Rent Deposits in Possession of Landlord:

The Landlord acknowledges possession of security deposit in the amount of \$_____ and/or advance rent payment deposit in the amount of \$_____ paid by or on behalf of the Tenant at the time of the Tenant's initial move-in. The Landlord acknowledges that Landlord remains in possession of such deposit funds. The Landlord acknowledges that such deposits are subject to the terms and conditions set forth in the Program's Landlord Participation Agreement and the terms and conditions set forth below.

New Lease or Lease Renewal:

As set forth in the Program's Landlord Participation Agreement, the Landlord is or has been paid security and/or advance rent payment deposit(s).

Terms and Conditions Governing Claims Against Security Deposit: The Landlord hereby waives any right to retain security deposit funds made by or on behalf of the Tenant or make claim against the Security Deposit if repairs are made to the Unit prior to complaint or exit inspection by the Program (by County personnel or agent of the County) or the Landlord fails to be present for the exit inspection. The Landlord agrees that any claim against the security deposit funds for tenant-caused damages shall be subject to and limited by Miami-Dade County's: (a) determination whether the unit's physical condition is due to ordinary wear and tear or Tenant misuse, negligence, or carelessness and (b) determination of the estimated cost of repair resulting from the tenant-caused damage or replacement cost of replaceable items damaged due to Tenant's negligence or abuse, which shall be limited by the remaining useful life expectancy of such items.

I. Repair and Maintenance. The Landlord is responsible for repair and/or maintenance of the unit's structure (including windows and doors, interior and exterior), mechanical systems, appliances (if provided by the landlord), flooring, and fixtures resulting from normal wear and tear.

J. Utilities and Appliances. The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities and appliances listed in Column 2 below are not included in the rent and are paid or provided separately by the Tenant.

UTILITY	Specify type (circle)			Included in Rent	Tenant Paid
Heating (separate from air cooling system)	Gas	Oil	Electric	<input type="checkbox"/>	<input type="checkbox"/>
Cooking	Gas	Oil	Electric	<input type="checkbox"/>	<input type="checkbox"/>
Water Heating	Gas	Oil	Electric	<input type="checkbox"/>	<input type="checkbox"/>
Air Conditioning				<input type="checkbox"/>	<input type="checkbox"/>
Water				<input type="checkbox"/>	<input type="checkbox"/>
Sewer				<input type="checkbox"/>	<input type="checkbox"/>
Trash Collection				<input type="checkbox"/>	<input type="checkbox"/>
Other Electric				<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator				<input type="checkbox"/>	<input type="checkbox"/>
Range/Microwave				<input type="checkbox"/>	<input type="checkbox"/>

K. Household Members. Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without pre-approval of the Program in accordance with Program policies and procedures and the Landlord's written permission. Relation to Tenant shall be marked in the appropriate column.

Household Member Name	Family	Roommate	Live-in Aid
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

L. Quiet Enjoyment. As long as the monthly rent is paid in accordance with the lease and lease addendum and the tenant otherwise complies with the terms and provisions thereof, neither the landlord nor its successors, assigns or transferee of title to the real property subject to this Lease Addendum, shall disturb the tenant in his or her quiet enjoyment of the premises during the term of the lease.

M. VAWA Protections. The Violence Against Women and Justice Department Reauthorization Act of 2005 ("VAWA") protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, sexual assault or stalking (collectively "domestic violence") from being evicted or terminated from housing assistance based on acts of such violence against them. The Landlord is subject to the following provisions of VAWA:

1. The Landlord may not consider incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance tenancy or occupancy rights of the victim of domestic violence.
2. The Landlord may not consider criminal activity directly related to domestic violence, engaged in by a member of the Tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or affiliated individual or other individual is the actual or threatened victim of that domestic violence.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of domestic violence and that the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation with the specified timeframe may result in eviction.

N. Termination of Lease. Termination of the Landlord Participation Agreement for breach by the Landlord, including, but not limited to, failure to comply with property tax payment requirements as stated in the Landlord Participation Agreement, or rent abatement thereunder in the event that the unit fails to meet the housing standards shall be deemed a breach of the Lease by the Landlord and grounds for immediate termination of the Lease by the Tenant.

O. Amendments. In the event that there is an adjustment to the Program and Tenant portions toward the total monthly rent amount, the CoC Rental Assistance Program will issue and deliver a "Rent Letter" to the Landlord, notifying the Landlord of the adjustment and the effective date of the adjustment. Such Rent Letter shall amend the terms of this Addendum effective the same date as the adjustment becomes effective. In the event that a change of household is approved by the Program, the Program will deliver a written notice to the Landlord, which shall become a part of this Lease Addendum, effective the date of the notice.

TENANT

LANDLORD

Signature

Authorized Party's Signature

Print Name

Print Name and Title

Date: _____

Date: _____