



VERMONT COALITION OF RUNAWAY  
& HOMELESS YOUTH PROGRAMS  
PO Box 627 Montpelier, VT 05602  
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### RAPID REHOUSING TENANCY ADDENDUM

This addendum must be signed by the tenant/ participant on behalf of their entire household, the owner/ landlord, and the participant’s Sponsor Agency Representative and attached to the lease. A copy of the lease with this addendum must be sent to the Vermont Coalition of Runaway and Homeless Youth Programs (VCRHYP) within ten business days of execution.

This agreement is between:

\_\_\_\_\_ (tenant) and

\_\_\_\_\_ (owner) and

\_\_\_\_\_ (Sponsor Agency)

1. The owner agrees that the tenant/ participant may occupy the rental unit, as described in the attached Lease Agreement, for a period of one (1) year and renewable as parties agree, commencing on:

\_\_\_\_\_ (lease start date)

2. Total monthly rental costs for the unit is: \$\_\_\_\_\_
3. Tenant and owner agree to allow the Sponsor Agency to community with the landlord, VCRHYP, and VSHA as needed for HAP and tenancy management.
4. Lease:
  - a. The owner has given VCRHYP a copy of the lease, including any revisions agreed to by the owner and tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the Housing Assistance Payment contract.
  - b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.
  - c. If the HAP contract terminates for any reason, the lease terminates automatically.

5. Use of the Contract Unit:

- d. During the lease term, the household will reside in the contract unit with assistance under the voucher program unless assistance or lease are terminated for allowable cause.
- e. Household composition must be approved by VCRHYP. If there are changes, including gaining or losing custody of children, or the addition of other adults to the household, the head of the household must provide prior notification to VCRHYP.
- f. The unit must be the household's only and primary residence.
- g. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the household (example, provision of child care)
- h. The household may not sublet or transfer the lease to any other party.

6. Rent to Owner:

- a. Change in the rent to owner shall be determined by the provision of the lease.
- b. During the term of the lease, the rent to the owner may at no time exceed:
  - i. The Payment Standard of comparable units as determined by the Vermont State Housing Authority (VSHA) Vermont Payment Standards.
  - ii. Rent charged by the owner for comparable unassisted units in the premises.
- c. Each month, the Vermont State Housing Authority will make a Housing Assistance Payment (HAP) to the owner on behalf of the household and as approved by VCRHYP.

7. Tenant Payment to Owner:

- a. The tenant is responsible to paying the owner any portion of the rent to owner that is not covered through the approved Housing Assistance Payment.
- b. The monthly HAP shall be credited against the monthly rent to owner for the contracted unit.
- c. The tenant is not responsible for paying the portion of rent to owner covered under the HAP contract. A failure of VSHA to pay the HAP to the owner is not a violation of the lease.
- d. The owner may not terminate the tenancy for nonpayment or termination of a HAP contract provided tenant covers 100% of the rent to owner.
- e. The owner may not charge or accept, from the household or from any other source, any payment for use of the unit or items in the unit in addition to the rent to owner not outlined in the initial lease contract. Rent to owner as outlined in lease shall include 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 to the tenant.

8. Other Fees and Charges:

- a. Rent to owner does not include cost of any meals, supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or household members to pay charges for any meals, supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge tenant extra amounts for items included in rent or provided at no additional cost to unsubsidized units on the same premises.

9. Maintenance, Utilities and Other Services:

- a. The owner must maintain the unit and premises in accordance with the Housing Quality Standards.
- b. The owner must supply all utilities needed to comply with the HQS.
- c. The owner is not responsible for the breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest of the tenant.
- d. The owner is not responsible for a breach of the HQS caused by the household's failure to pay for utilities that are to be paid by tenant or by not providing or maintaining any appliances that are to be provided by the tenant.

10. Security Deposits:

- a. The owner may collect a security deposit, which will be paid by VSHA on behalf of tenant; however they are prohibited from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.
- b. Security deposit for this unit is: \$ \_\_\_\_\_
- c. When the household moves out of the contracted unit, the owner may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease and in accordance with Vermont law.
- d. The owner must give the tenant and VCRHYP a list of all items charged against the security deposit and the amount of each item. After deducting the amount, the owner must promptly refund the remaining balance to the tenant.

11. Conflicts with Other Provisions of Lease:

- a. In the case of any conflict between the provisions of the tenancy addendum and any other provision of the lease or any other agreement between the owner and the tenant, the tenancy lease addendum shall control.

12. Termination of Tenancy by Owner:

- a. The owner may only terminate the tenancy in accordance with the lease and Vermont Residential Rental Agreement Act.
- b. The owner may only evict the tenant by a court order.

13. Termination of Assistance:

- a. VCRHYP may terminate program assistance for the household for grounds as aligned in VCRHYP's Rapid Rehousing Administrative Plan and in accordance with HUD regulations. If assistance is terminated, the lease terminates automatically.

14. Tenant/ Household Responsibilities:

- a. The tenant must notify VCRHYP of any changes in household composition, household income, planned moves or permanent departures from the unit, any planned departure that will last more than 30 days.

15. Owner's Waiver of Liability:

By signing this Addendum, the Owner releases VCRHYP, VSHA and the Sponsor Agency, and their respective agents, directors, officers, employees and representatives, from any and all claims, liabilities, or causes of action arising from or relating to the tenancy. This waiver and release of liability pertains, without limitation, to injuries, theft, or damage to persons or property which may occur in connection with the lease.

By signing below, the tenant and landlord agree to the terms listed in this tenancy addendum.

Tenant/ Participant:

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

\_\_\_\_\_ (print)

Owner/ Landlord:

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

\_\_\_\_\_ (print)

Sponsor Agency/ VCRHYP Representative:

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

\_\_\_\_\_ (print)