



## **NEW HAMPSHIRE HOUSING LEASE REQUIREMENTS**

All residents occupying units with any funds through New Hampshire Housing are required to execute an initial lease of at least one year. The lease must reflect the move-in date and include, at a minimum, the legal name of parties to the lease and all other occupants, address of the unit to be rented, date lease becomes effective, term of the lease, amount of rent, use of the premises, rights and obligations of the parties, including the obligation of the household to annually recertify its income (if applicable), statement that the property is participating in the LIHTC or HOME or TE Bond program and meets whatever lease requirements to that program.

For all lease types, owners/managers can only terminate the residency or refuse to renew the lease for good cause. Good cause includes:

- Serious or repeated violation of the terms and conditions of the lease;
- Violation of applicable Federal, state, or local law;
- Completion of the residency period for transitional housing; or
- Other good cause, as defined by the lease.

When good cause exists, an owner/manager may terminate or refuse to renew residency by serving written notice upon the resident at least 30 days before the termination of residency. This notice must specify the grounds for the termination, and the file must be documented.

All leases must require that all residents or members of the residents' household are prohibited from engaging in or permitting in any way criminal activity, including but not limited to drug related activity either in the unit or elsewhere on or near the leased property or any other unlawful activity in the unit or on the property. The leases must further require that among the reasons for termination must include conduct by the residents, members of the residents' household, any guest or guests or other person under the residents' control, or occupancy by invitation, that in the sole judgment of the owner, threatens the health, safety, or right to peaceful enjoyment of the premises by other residents on or near such places.

### **HOME Requirements**

The HOME program requires a one year lease term, unless the owner/manager and the resident mutually agree to a shorter period. If the resident has agreed to a different lease term, that agreement should be noted in writing and in the resident's file. A lease under the HOME program may NOT be for a period less than 30 days.

### **NEW HAMPSHIRE HOUSING FINANCE AUTHORITY**

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HOME leases must clearly state that the owner/manager reserves the right to adjust resident rents in accordance with the HOME rent limits and in the event a resident's income increases above the low-income or very low-income limits, for the unit type the resident occupies.

Owners must be sure that the following provisions are not included in a lease for a HOME-assisted unit. These are prohibited by the HOME regulations at 92.253:

- Agreement to be sued
- Agreement regarding seizure of property
- Excusing owner from responsibility
- Waiver of notice
- Waiver of legal proceedings
- Waiver of a jury trial
- Waiver of right to appeal court decision
- Agreement to pay legal costs, regardless of outcome

Additional lease requirements for HOME:

- Owner retains the right to recertify the resident's income eligibility on an annual basis. The resident'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.
- Owner retains the right to inspect, and to permit the PJ and HUD to inspect HOME-assisted units during the lease term.