



## **Guide to Tenant Selection and Requirements**

When you are ready to select a tenant for your affordable rental units, there are guidelines that must be followed to be sure that you comply with federal, state and program requirements. These guidelines and requirements may be found in this guide.

The Small Rental Property program (the Rental program) is a federally funded program. Therefore property owners who accept financial incentives are required to comply with certain federal requirements when selecting tenants to occupy affordable units. Included in this section are the following topics:

- Compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)
- Fair Housing and Outreach Requirements
- Tenant Income Verification
- A Sample Lease
- Tenant Race and Ethnicity Form and Instructions

Please read this guide carefully before selecting a tenant for your affordable units.



## TENANT DISPLACEMENT POLICY

The Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) imposes a number of obligations on property owners in order to protect the rights of tenants living in a building that is undergoing rehabilitation with Federal financial assistance. In keeping with these requirements, the Rental program has a strict policy NOT to allow owners to permanently displace any existing tenants. If temporary relocation is necessary, the owner is required to offer the tenant an opportunity to return to a comparable unit in their property.

As part of your application, you should have provided the Small Rental Application Notice to any tenant who had occupied your property since November 1, 2006. You must provide this notice before you may receive a final commitment of Federal funding. The notice is designed to ensure that no tenants were displaced or improperly asked to leave the property. A copy of the notice is included for your use.

If it is necessary to temporarily relocate a tenant during the construction phase of your property, you must contact the Rental program to ensure that the temporary relocation meets the requirements of the Federal law. In such an instance, *The Road Home* will undertake temporary relocation planning for these tenants. With the exception of resident owners of three and four unit properties, owners have been put on notice that they are responsible for covering the costs of any temporary tenant relocation. The Rental program may elect to pay the required costs directly and then deduct this amount from the owner's award.

If you violate the Program's policies and fail to offer a tenant who was forced to leave your property the opportunity to return, the Rental program is required to provide an eligible tenant with the following advisory and financial assistance:

- Advisory Services, including referrals to comparable and suitable replacement housing; the inspection of replacement housing to ensure that it meets established standards; and help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.
- Payment for Moving Expenses.
- Replacement Housing Assistance to enable tenants to rent, or if they prefer, buy a comparable or suitable replacement home.
- In addition to help in obtaining temporary replacement housing, other assistance as necessary may be provided in order to minimize the impact of the move.

In these instances, the Rental program may terminate your award or reduce the amount of your award by the amount that is necessary to meet the tenant's relocation needs.

Please note: Under Rental program rules, you were not to rent any units that were vacant at the time of your application until your construction is complete AND you have received approval from the Rental program to lease the unit to an income eligible tenant. However, there has been an amendment to the Rental program's policy with respect to renting units. If you allow a vacant unit to be occupied after the date of your application and before your property has met all of the Rental program's requirements and your prospective tenant has been approved by the Rental program,



you may be obligated to provide financial assistance to tenants who qualify for Federal assistance under the Uniform Relocation Act.

If tenants are allowed to move into your project before it is complete and those tenants are subsequently temporarily relocated or permanently displaced from your property, and you have not provided your tenant with the attached Move-In Notice, then you may be held responsible for the cost of relocating those tenants and providing a “comparable unit” even though those units are no longer eligible for an award of Rental program funds.

If you plan to rent a unit before receipt of Rental program funds, please provide the attached Move-In Notice to all prospective tenants – both those units that are receiving a Rental program award and those units that are not. These tenants must receive the Move-In Notice in order to prevent an obligation to provide relocation benefits should displacement occur. After completing the Move-In Notice owners must forward the signed Notice to the Road Home Program, to the attention of the Relocation Team.



## MOVE-IN NOTICE

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I have read the above information and understand the conditions under which I am moving into this property, specifically.

- I may be displaced by the project.
- I may be required to relocate temporarily.
- I may be subject to a rent increase.

I will not be entitled to any relocation payments or assistance provided under the URA.

If I have to move or my rent is increased as a result of the above project, I will not be reimbursed for any such rent increase or for any costs or expenses I may incur in connection with a move as a result of the project.

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Print Name of Tenant(s)

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Signature(s)

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Address and Unit Number

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Date



## FAIR HOUSING AND OUTREACH

To receive an incentive award, you will need to find an income-eligible tenant to occupy each affordable rental unit on this property. The Small Rental Property program is a federally funded program that requires owners who are awarded funds to comply with federal fair housing laws and non-discriminatory practices. These laws prohibit housing discrimination on the basis of race, color, religion, sex, disability, family status, and/or national origin. These laws also protect people from harassment in housing and protect people who help others exercise their freedom to choose the neighborhood where they live.

Your tenant selection process must be consistent with a number of fair housing requirements. Specifically, you must ensure that your tenant selection process, income certification, and application form are as follows:

- Are consistent with the purpose of providing housing for low- and moderate-income families (families earning at or below 80% of area median income).
- Are reasonably related to program eligibility criteria and an applicants' ability to perform the obligations of the lease.
- Do not “discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of units on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis.”
- Use Fair Housing and Accessibility logos and language in applications, advertisements, and outreach, and display in a prominent location if there is a physical office where applications are accepted. Fair Housing and Accessibility logos can be obtained by calling *The Road Home* Call Center, 1-800-846-5277, copying the logo below, or through an internet search of Fair Housing Logo on Google or Yahoo.

As a reminder, as a conditional award recipient in the Small Rental Property Program, you should have already registered your rental units on **LAHousingSearch.org**. If you have not yet done so, you are required to register either on the website ([www.LAHousingSearch.org](http://www.LAHousingSearch.org)) or by calling LAHousingSearch.org at 1.877.428.8844. This toll-free, bilingual call center is available Monday through Friday to you and potential tenants for assistance with listing and searching for properties. TTY callers use 711 relay or 1.800.846.5277.





## TENANT INCOME VERIFICATION

All applicants to affordable units on your property must complete a tenant income worksheet (attached), provide documentation of income, and certify to the accuracy of the information. It is the responsibility of the property owner to collect this information from all tenant household members age 18 or over. Please include your Small Rental Application ID on the Tenant Income Verification form and return it with all supporting documentation to the Small Rental Property Program. If additional Tenant Income Verification Forms are needed, please contact the program.

Disclosing income and asset information may be difficult for some potential tenants and the request for information should be handled with sensitivity. Property owners should reassure potential tenants that information provided will be kept confidential and will be used only to determine the tenant's eligibility to reside in the affordable unit.

### Why Income Information Is Needed

*The Road Home* program needs information about the income of tenants because:

- ♦ The use of HUD Community Development Block Grant (CDBG) funds requires that funds are used to benefit lower income households.
- ♦ The affordable rent levels were selected to be affordable to lower income households who need them the most.

### Federal Income Limits

The Department of Housing and Urban Development (HUD) establishes Income Limits by family size and parish. To determine whether a prospective tenant for one of your units qualifies as lower income, the tenant's Total Household Income (defined below) is compared to the income limit for the parish where the rental property is located, not where the owner or tenants are currently living. The current income limits are provided in this packet under the heading 2008 Area Median Income Limits. These income limits will be applicable through the end of calendar year 2008 and early 2009. HUD updates the Income Limits annually and the Small Rental Property Program will provide property owners with the income limits they should use when screening and selecting tenant applicants in the following years.

### Total Household Income

Total Household Income is calculated from the annual income of all tenant household members, age 18 or older and, if total household assets are equal to or greater than \$500,000, an imputed income from assets equal to 2% of the cash value of household assets. Once income information is verified, applicants are not required to provide updated income or asset information each year they remain in an affordable unit. A household includes all the persons who will live in the unit assisted through the Small Rental Property Program. It does not include individuals with whom the applicant is currently living in a "doubled up" housing situation or individuals who are currently living as part of the household but will not be occupants of the unit assisted by *Road Home* funds. *Road Home* staff will be available to assist you if you encounter any difficulties in reviewing the tenant income information that is provided to you.



## How Household Income is Calculated

The “Income Documentation and Certification” worksheet will be used to collect detailed information about income and assets and to make a final determination of the potential tenant’s low income status. This worksheet requires the tenant to state whether the household does or does not have certain types of income or assets. Income information is reported for each adult household member. If the applicant household has assets totaling \$500,000 or more, asset information is also reported for each adult household member. Additional sheets can be used if the tenant cannot fit all reported income or assets on the main calculation form.

## Acceptable Documentation of Income

Earned Income (wages, salary, bonus, commissions)	3 recent pay stubs that show gross income and # of hours; or statement from employer that provides the amount and rate of pay; or most recent Federal Income tax return (if reflective of current income). If tax return is used, IRS Form 4506 “Request for Copy of Tax Form” must be completed by tenant. Only an IRS provided copy is acceptable documentation.
Retirement and pension income	Statements from administering entity showing annual amount or periodic payments
Alimony	Documents showing award amount
Social Security (including SSI)	Award letter or other correspondence showing amounts received
Temporary Assistance To Needy Families (TANF)	
Other Public Assistance	
Unemployment	
Net Income from Self-employment or a business	Quarterly IRS report, or your most recent Federal Income tax return (if reflective of current income). If tax return is used, IRS Form 4506 “Request for Copy of Tax Form” must be completed by tenant. Only an IRS provided copy is acceptable documentation. Otherwise, use the Certification of Undocumented Income form, below.
The following are <b>not</b> considered income for this purpose: Value of food stamps, child support payments, amounts received in reimbursement of insured expenses or reimbursement related to work expenses (e.g., uniforms, transportation)	

If a potential tenant indicates that documentation is not available for some types of income (e.g., babysitting for a neighbor and paid in cash), the *Certification of Undocumented Income* must be completed and submitted. If no household income is reported, the *Certification of No Income* must be completed.

**Please remember that the Small Rental Property Program staff is available to help you and your tenant complete these forms.** If you have any questions please call 1.888.ROAD.2.LA (1.888.762.3252) and select the Rental program prompt (#1) to speak to a Rental program expert. TTY callers use 711 relay or 1.800.846.5277.



**TENANT INCOME DOCUMENTATION AND CERTIFICATION**  
**(To Be Completed by the Tenant)**

Supporting Income Documentation must be returned with this *signed* certification form

Owner's Small Rental ID Number: \_\_\_\_\_

1. What is the total number of individuals currently living in your household? \_\_\_\_\_  
*A "household" includes all the persons who will live in the unit assisted through the Road Home program, even if they are not related or currently living in the same housing situation.*
2. Do any adult (18 and over) household members have income from any of the sources listed below? *(Please check yes or no for each type of income.)*

<b>INCOME</b>		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Earned Income
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Retirement/Pension
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Social Security (including SSI)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Unemployment
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Alimony Payments
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Temporary Assistance for Needy Families
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Other Public Assistance
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Other Income
<i>If you answered "yes" to any of the items above, please provide details about that below.</i>		
<b>DETAILED INCOME INFORMATION</b>		
<i>Provide this information for each adult household member</i>		
<b>HH Member Name</b>	<b>Income Source (wages, retirement, etc.)</b>	<b>Amount of Pay and Payment Period (Show how you are paid: e.g., \$xx/hour 40 hrs/week)</b>
* <i>If you report hourly wages be sure to provide the average number of hours worked per week. Include overtime hours and rate if you work it regularly. Earned income also includes other types of payments including commissions, bonuses, tips</i>		

For each of the income sources you listed above you must provide documents to the property owner that verifies the amounts listed above. Examples of acceptable documents include:

- ♦ For earned income: 3 recent pay stubs (within the past 6 weeks) or a document from your employer that shows rate of pay and hours, or your most recent Federal Income tax return (if reflective of current income). If tax return is used, IRS Form 4506 "Request for Copy of Tax Form" must be completed by tenant. Only an IRS provided copy is acceptable documentation..
- ♦ For each periodic payment such as retirement, Social Security, public assistance, unemployment: a document that shows how much the individual was awarded or receives monthly.
- ♦ If you are self-employed an income statement from your business, or a recent quarterly report to IRS, or your tax return if it shows income similar to what you expect to earn this year.



- ♦ If documentation *is not available* for one or more income sources, please complete and return the *Certification of Undocumented Income* form.

Do the total assets of all household members exceed \$500,000?  Yes  No

If NO, please skip to the Applicant Certification.

**3a.** If YES, does any household member own any of the following assets?  
 (Please check yes or no for each type of asset)

<b>ASSETS</b>		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Savings Account
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Checking Account
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Cash on Hand
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Investments such as stocks and bonds
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Retirement Accounts
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Certificates of Deposit
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Credit Union Accounts
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Life Insurance Policies
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Real Estate other than your Primary Residence
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Other _____
If you answered "yes" to any of the asset questions in 3 above, please describe the assets in the box below.		
<b>HH Member</b>	<b>Type of Asset</b> (See list above)	<b>*Cash Value</b>
*Cash value is the amount you would receive if this asset were converted to cash (e.g., if you own real estate the cash value would be its fair market value less any outstanding debt on property)		



**HOUSEHOLD CERTIFICATION BY TENANT(S) AND SIGNATURES**

*I, the undersigned, agree and acknowledge that the information provided is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made in this income certification, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.*

*I certify that, to the best of my knowledge and belief, all the information above is true, correct, complete, and provided in good faith. I understand that false or fraudulent information may be grounds for not making a grant and/or loan and may be punishable by a fine and/or imprisonment. I understand that any information I give may be investigated. (Louisiana Criminal Code: R.S. 14:67, Theft; R.S. 14:67, Identify Theft; and/or R.S. 14:72, Forgery).*

Printed Name	Signature	Date



**CERTIFICATION OF UNDOCUMENTED INCOME**

Owner's Applicant ID: \_\_\_\_\_

Please provide any documentation (e.g., quarterly estimated taxes submitted to IRS, or most recent Federal Income tax return (if reflective of current income). If tax return is used, IRS Form 4506 "Request for Copy of Tax Form" must be completed by tenant. Only an IRS provided copy is acceptable documentation.

If **no** documentation is available, please provide the information below and certify to its accuracy. This form is to be used primarily in those instances in which a member of the Tenant's household is unable to provide documents supporting the reported income. This may happen when a self-employed person operates on a cash basis (such as babysitters, doing hair/nails, small chores).

1. Explain the type of work you do and why no documentation is available:

2. How many hours a week do you work?

3. How much do you get paid per hour?                      \$ \_\_\_\_\_

These values will be used to estimate your annual income. If you do not get paid by the hour on a weekly basis, please answer questions 2 and 3 by explaining how much and how frequently you are paid.

**HOUSEHOLD CERTIFICATION BY TENANT(S) AND SIGNATURES**

I, the undersigned, agree and acknowledge that the information provided is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made in this income certification, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.

I certify that, to the best of my knowledge and belief, all the information above is true, correct, complete, and provided in good faith. I understand that false or fraudulent information may be grounds for not making a grant and/or loan and may be punishable by a fine and/or imprisonment. I understand that any information I give may be investigated. (Louisiana Criminal Code: R.S. 14:67, Theft; R.S. 14:67, Identify Theft; and/or R.S. 14:72, Forgery).

Printed Name	Signature	Date



**CERTIFICATION OF NO INCOME**

Owner's Applicant ID: \_\_\_\_\_

***This form is only to be used when a potential tenant's household has absolutely NO income to report. If one or more members of the household are reporting income, then this form does not need to be filled out.***

I/we, \_\_\_\_\_, hereby certify that my/our household has  
(insert tenant(s) name(s))

\$0.00 income. My/our household does NOT receive income from any of the following sources:

- Earned income (wages, salary, bonus, commissions)
- Retirement and pension income
- Alimony
- Social security (including SSI)
- Temporary Assistance to Need Families (TANF)
- Other Public Assistance
- Unemployment
- Net Income from Self-employment or a business

\_\_\_\_\_  
Printed Tenant Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Tenant Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



## Lease-Up and Renewal Procedures

You and your selected tenants must enter into a lease for all affordable units. This lease is required to run for at least one year.

The Rental program has provided a sample copy of an acceptable lease. However, if you choose, you may use any lease that is legally acceptable in the State of Louisiana. In all cases, the lease must include the following provisions:

- Name and address of the landlords;
- Name of tenant;
- Property address and unit number, if applicable, of the unit being leased;
- The amount of the rent being charged monthly for the unit (this amount may not exceed the Program rent approved for the unit) [see table below for maximum rents];
- Clear indication of whether the tenant is required to pay for any utilities [see table below for utility allowances];
- When the rent payments are due;
- Information on all deposits, if applicable;
- Rules of tenancy, i.e., noise, provision for animals;
- Maintenance requirements of the tenants, if any;
- Late charges – amounts and when assessed;
- Enforcement procedures;
- **Attached Rental program Lease Addendum**



## THE ROAD HOME - SMALL RENTAL PROPERTY PROGRAM

2008 Area Median Income Limits *Effective 4.1.08*

Parish	Limit	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
<b>Acadia</b>	50%	\$16,500	\$18,900	\$21,250	\$23,600	\$25,500	\$27,400	\$29,250	\$31,150
	65%	\$21,500	\$24,600	\$27,600	\$30,700	\$33,200	\$35,600	\$32,800	\$40,500
	80%	\$26,450	\$30,200	\$34,000	\$37,750	\$40,800	\$43,850	\$46,800	\$49,850
<b>Calcasieu</b>	50%	\$18,500	\$21,150	\$23,800	\$26,450	\$28,550	\$30,700	\$32,800	\$34,900
	65%	\$24,050	\$27,500	\$30,950	\$34,400	\$37,100	\$39,900	\$42,650	\$45,350
	80%	\$29,600	\$33,850	\$38,050	\$42,300	\$45,700	\$49,050	\$52,450	\$55,850
<b>Cameron</b>	50%	\$18,500	\$21,150	\$23,800	\$26,450	\$28,550	\$30,700	\$32,800	\$34,900
	65%	\$24,050	\$27,500	\$30,950	\$34,400	\$37,100	\$39,900	\$42,650	\$45,350
	80%	\$29,600	\$33,850	\$38,050	\$42,300	\$45,700	\$49,050	\$52,450	\$55,850
<b>Iberia</b>	50%	\$15,850	\$18,100	\$20,400	\$22,650	\$24,450	\$26,250	\$28,100	\$29,900
	65%	\$20,600	\$23,550	\$26,500	\$29,450	\$31,800	\$34,150	\$36,550	\$38,850
	80%	\$25,400	\$29,000	\$32,650	\$36,250	\$39,150	\$42,050	\$44,950	\$47,850
<b>Jefferson</b>	50%	\$20,950	\$23,900	\$26,900	\$29,900	\$32,300	\$34,700	\$37,100	\$39,450
	65%	\$27,250	\$31,050	\$34,950	\$38,850	\$42,000	\$45,100	\$48,250	\$51,300
	80%	\$33,500	\$38,300	\$43,050	\$47,850	\$51,700	\$55,500	\$59,350	\$63,150
<b>Orleans</b>	50%	\$20,950	\$23,900	\$26,900	\$29,900	\$32,300	\$34,700	\$37,100	\$39,450
	65%	\$27,250	\$31,050	\$34,950	\$38,850	\$42,000	\$45,100	\$48,250	\$51,300
	80%	\$33,500	\$38,300	\$43,050	\$47,850	\$51,700	\$55,500	\$59,350	\$63,150
<b>Plaquemines</b>	50%	\$20,950	\$23,900	\$26,900	\$29,900	\$32,300	\$34,700	\$37,100	\$39,450
	65%	\$27,250	\$31,050	\$34,950	\$38,850	\$42,000	\$45,100	\$48,250	\$51,300
	80%	\$33,500	\$38,300	\$43,050	\$47,850	\$51,700	\$55,500	\$59,350	\$63,150
<b>St. Bernard</b>	50%	\$20,950	\$23,900	\$26,900	\$29,900	\$32,300	\$34,700	\$37,100	\$39,450
	65%	\$27,250	\$31,050	\$34,950	\$38,850	\$42,000	\$45,100	\$48,250	\$51,300
	80%	\$33,500	\$38,300	\$43,050	\$47,850	\$51,700	\$55,500	\$59,350	\$63,150
<b>St. Tammany</b>	50%	\$20,950	\$23,900	\$26,900	\$29,900	\$32,300	\$34,700	\$37,100	\$39,450
	65%	\$27,250	\$31,050	\$34,950	\$38,850	\$42,000	\$45,100	\$48,250	\$51,300
	80%	\$33,500	\$38,300	\$43,050	\$47,850	\$51,700	\$55,500	\$59,350	\$63,150
<b>Tangipahoa</b>	50%	\$16,800	\$19,200	\$21,600	\$24,000	\$25,900	\$27,850	\$29,750	\$31,700
	65%	\$21,850	\$24,950	\$28,100	\$31,200	\$33,650	\$36,200	\$38,700	\$41,200
	80%	\$26,900	\$30,700	\$34,550	\$38,400	\$41,450	\$44,550	\$47,600	\$50,700
<b>Terrebonne</b>	50%	\$18,300	\$20,900	\$23,550	\$26,150	\$28,250	\$30,350	\$32,450	\$34,500
	65%	\$23,800	\$27,150	\$30,600	\$34,000	\$36,700	\$39,450	\$42,200	\$44,850
	80%	\$29,300	\$33,500	\$37,650	\$41,850	\$45,200	\$48,550	\$51,900	\$55,250
<b>Vermilion</b>	50%	\$16,050	\$18,300	\$20,600	\$22,900	\$24,750	\$26,550	\$28,400	\$30,250
	65%	\$20,850	\$23,800	\$26,800	\$29,750	\$32,200	\$34,500	\$36,900	\$39,300
	80%	\$25,650	\$29,300	\$33,000	\$36,650	\$39,600	\$42,500	\$45,450	\$48,400
<b>Washington</b>	50%	\$14,550	\$16,650	\$18,700	\$20,800	\$22,450	\$24,150	\$25,800	\$27,450
	65%	\$18,900	\$21,650	\$24,300	\$27,050	\$29,200	\$31,400	\$33,550	\$35,700
	80%	\$23,300	\$26,650	\$29,950	\$33,300	\$35,950	\$38,650	\$41,300	\$43,950



**2008 MAXIMUM RENTS AND AMI TIERS** *Effective 04.03.08*

<i>Area</i>	<i>0BR</i>	<i>1BR</i>	<i>2BR</i>	<i>3BR</i>	<i>4+BR</i>
<b>New Orleans MSA</b>					
<b>(Owner pays utilities)</b>					
80% AMI Tier	\$767	\$819	\$987	\$1145	\$1271
65% AMI Tier	\$630	\$672	\$809	\$924	\$1040
50% AMI Tier	\$483	\$515	\$620	\$714	\$798
<b>(Tenant pays utilities)</b>					
80% AMI Tier	\$717	\$744	\$902	\$1045	\$1146
65% AMI Tier	\$580	\$597	\$724	\$824	\$915
50% AMI Tier	\$433	\$440	\$535	\$614	\$673
<b>Lake Charles MSA</b>					
<b>(Owner pays utilities)</b>					
80% AMI Tier	\$683	\$798	\$966	\$1113	\$1239
65% AMI Tier	\$546	\$651	\$777	\$903	\$1008
50% AMI Tier	\$410	\$504	\$599	\$693	\$777
<b>(Tenant pays utilities)</b>					
80% AMI Tier	\$633	\$748	\$906	\$1043	\$1159
65% AMI Tier	\$496	\$601	\$717	\$833	\$928
50% AMI Tier	\$360	\$454	\$539	\$623	\$697
<b>All Other Parishes MSA</b>					
<b>(Owner pays utilities)</b>					
80% AMI Tier	\$588	\$630	\$756	\$872	\$977
65% AMI Tier	\$473	\$515	\$620	\$714	\$872
50% AMI Tier	\$368	\$399	\$473	\$546	\$609
<b>(Tenant pays utilities)</b>					
80% AMI Tier	\$538	\$580	\$696	\$802	\$897
65% AMI Tier	\$423	\$465	\$560	\$644	\$792
50% AMI Tier	\$318	\$349	\$413	\$476	\$529

**2008 SMALL RENTAL UTILITY ALLOWANCES** *Effective 04.03.08*

<i>Area</i>	<i>0BR</i>	<i>1BR</i>	<i>2BR</i>	<i>3BR</i>	<i>4BR</i>
<b>New Orleans MSA</b>	<b>\$50</b>	<b>\$75</b>	<b>\$85</b>	<b>\$100</b>	<b>\$125</b>
<b>Lake Charles MSA</b>	<b>\$50</b>	<b>\$50</b>	<b>\$60</b>	<b>\$70</b>	<b>\$80</b>
<b>All Other Parishes</b>	<b>\$50</b>	<b>\$50</b>	<b>\$60</b>	<b>\$70</b>	<b>\$80</b>



Upon expiration of the lease, you are required to offer a renewal equal to or greater than the original term of the lease. In order to ensure that this unit remains affordable, this renewal rent will be capped at a rate determined by the Rental program. The acceptable increases will be posted at [www.road2LA.org](http://www.road2LA.org), or you may call 1.888.ROAD.2.LA (1.888.762.3252) and select the Rental program's prompt (#1) to speak to a Rental program expert for information. These limits are based on the Federal index for housing costs in your local area and the Federal index that reflects change in income levels for families residing in the area. This policy is designed to allow your rents to grow with costs, but still remain affordable to the low income tenants they serve.

Below is a sample lease that you may use:



**SAMPLE RESIDENTIAL LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Landlord") and \_\_\_\_\_ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in \_\_\_\_\_ Parish, Louisiana, such real property having a street address of \_\_\_\_\_ (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of \_\_\_\_\_ [specify number of months or years], such term beginning on \_\_\_\_\_, and ending at 12 o'clock midnight on \_\_\_\_\_.
2. RENT. The total rent for the term hereof is the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) payable on the \_\_\_\_\_ day of each month of the term, in equal installments of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on \_\_\_\_\_. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. DAMAGE DEPOSIT. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.



4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of \_\_\_\_\_, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:



- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.



12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.



17. ANIMALS. Tenant shall be entitled to keep no more than \_\_\_\_\_ (\_\_\_\_) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of

\_\_\_\_\_ DOLLARS  
(\$\_\_\_\_\_), \_\_\_\_\_

DOLLARS (\$\_\_\_\_\_ ) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

18. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

20. DEFAULT. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement.

If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

21. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within ten (10) calendar days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of

\_\_\_\_\_ DOLLARS  
(\$\_\_\_\_\_).

(Note: Louisiana law provides that the "late fee" specified in this paragraph may not exceed five (5) percent of the monthly rent, unless the monthly rent specified in paragraph 2 is \$500 or less, in which case a maximum late fee of twenty-five dollars may be specified.)

22. ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also  
(Updated 8/14/2008)



have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Louisiana.

26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:



If to Landlord to:

\_\_\_\_\_  
[Landlord's Name]

\_\_\_\_\_  
\_\_\_\_\_  
[Landlord's Address]

If to Tenant to:

\_\_\_\_\_  
[Tenant's Name]

\_\_\_\_\_  
\_\_\_\_\_  
[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33. MEGAN'S LAW DISCLOSURE. As required under Louisiana law, Landlord hereby notifies Tenant that the Louisiana Bureau of Criminal Identification and Information maintains a state Sex Offender and Child Predator Registry. It is a public access database of the locations of individuals who are required to register pursuant to LSA-R.S. 15:540 et seq. Sheriff's departments and police departments serving jurisdictions of 450,000 also maintain such information. The state Sex Offender and Child Predator Registry database can be accessed at [www.lasocpr.lsp.org/socpr/](http://www.lasocpr.lsp.org/socpr/) and contains address, pictures, and conviction records for registered offenders. The database can be searched by zip code, city, parish, or by offender name. Information is also available by phone at 1-800-858-0551 or 1-225-925-6100 or mail at P.O. Box 66614, Mail Slip #18, Baton Rouge, LA, 70896. Tenant may also e-mail State Services at [SOCPR@dps.state.la.us](mailto:SOCPR@dps.state.la.us) for more information.

34. LEAD WARNING DISCLOSURE. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlord must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.



LESSOR'S DISCLOSURE:

(a) Presence of lead-based paint or lead-based paint hazards (check one below):  
\_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

\_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor (check one below):  
\_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents here): \_\_\_\_\_

\_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the units.

LESSEE'S ACKNOWLEDGMENT (initial below):

(c) Lessee has received copies of all information listed above. \_\_\_\_\_

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*. \_\_\_\_\_

AGENT'S ACKNOWLEDGMENT (initial below):

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance. \_\_\_\_\_

35. ADDITIONAL PROVISIONS; DISCLOSURES.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Landlord should note above any disclosures about the premises that may be required under Federal or Louisiana law, such as any flood hazards.]



As to Landlord this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LANDLORD:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_ Date: \_\_\_\_\_

As to Tenant, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

TENANT ("Tenant"):

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_ Date: \_\_\_\_\_

AGENT:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_ Date: \_\_\_\_\_

**Notice to Tenant.** The owner has entered into a contract with *The Road Home* Small Rental Property program. The tenant-lease agreements must comply with the Rental program's regulations. The Rental program contains provisions on the maximum rent levels which may be charged on the rental property, tenant eligibility and non-discriminatory tenant selection practices. For more information on *The Road Home* Small Rental Property program or to report program violations, please contact *The Road Home* Small Rental Property Program at 1.888.ROAD.2.LA (1.888.762.3252) and select the Rental program prompt (#1) to speak to a Rental program expert or via the internet at [www.road2la.org](http://www.road2la.org).

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Tenant



**THE ROAD HOME**  
**SMALL RENTAL PROPERTY PROGRAM**  
**LEASE ADDENDUM** *Effective 08.14.08*

The leased premises at \_\_\_\_\_ is an affordable rental unit participating in *The Road Home* Small Rental Property program (Program), developed by the Louisiana Recovery Authority (LRA) and implemented by the Office of Community Development (OCD). Under the Small Rental Property program, there are certain restrictions with which the owner/lessor must comply during the affordability period required by the program. These conditions include but are not limited to the following:

1. **Term.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of \_\_\_\_\_ [specify number of months or years (minimum of 1 year)], such term beginning on \_\_\_\_\_, and ending at 12 o'clock midnight on \_\_\_\_\_.

2. **Rent Restrictions.**

**A. TENANT PAYING ALL OR PART OF THE UTILITIES:** During the Affordability Period, the rent for the leased premises is restricted. If the tenant/lessee is responsible for **paying any utilities**, (water, electricity, gas) the maximum rent which can be charged for the unit during the first year of the Affordability Period is listed below:

**New Orleans MSA**

*(Orleans, Jefferson, Plaquemines, St. Bernard and St. Tammany Parishes)*

UNIT SIZE	50% AMI	65% AMI	80% AMI
EFFICIENCY 0 BR	\$433	\$580	\$717
1 BEDROOM	\$440	\$597	\$744
2 BEDROOM	\$535	\$724	\$902
3 BEDROOM	\$614	\$824	\$1,045
4 BEDROOM	\$673	\$915	\$1,146

**Lake Charles MSA**

*(Calcasieu and Cameron Parishes)*

UNIT SIZE	50% AMI	65% AMI	80% AMI
EFFICIENCY 0 BR	\$360	\$496	\$633
1 BEDROOM	\$454	\$601	\$748
2 BEDROOM	\$539	\$717	\$906
3 BEDROOM	\$623	\$833	\$1,043
4 BEDROOM	\$697	\$928	\$1,159



**All Other Parishes MSA**

*(Acadia, Iberia, Tangipahoa, Terrebonne, Vermillion and Washington Parish)*

UNIT SIZE	50% AMI	65% AMI	80% AMI
EFFICIENCY 0 BR	\$318	\$423	\$538
1 BEDROOM	\$349	\$465	\$580
2 BEDROOM	\$413	\$560	\$696
3 BEDROOM	\$476	\$644	\$802
4 BEDROOM	\$529	\$792	\$897

**B. TENANT NOT RESPONSIBLE FOR ANY UTILITIES:** If the tenant/lessee is NOT required to pay for any utilities, (water, electricity, gas) the maximum rent which can be charged for the unit during the first year of the Affordability Period is listed on the chart below.

**New Orleans MSA**

*(Orleans, Jefferson, Plaquemines, St. Bernard and St. Tammany Parishes)*

UNIT SIZE	50% AMI	65% AMI	80% AMI
EFFICIENCY 0 BR	\$483	\$630	\$767
1 BEDROOM	\$515	\$672	\$819
2 BEDROOM	\$620	\$809	\$987
3 BEDROOM	\$714	\$924	\$1,145
4 BEDROOM	\$798	\$1,040	\$1,271

**Lake Charles MSA**

*(Calcasieu and Cameron Parishes)*

UNIT SIZE	50% AMI	65% AMI	80% AMI
EFFICIENCY 0 BR	\$410	\$546	\$683
1 BEDROOM	\$504	\$651	\$798
2 BEDROOM	\$599	\$777	\$966
3 BEDROOM	\$693	\$903	\$1,113
4 BEDROOM	\$777	\$1008	\$1,239

**All Other Parishes MSA**

*(Acadia, Iberia, Tangipahoa, Terrebonne, Vermillion and Washington Parish)*

UNIT SIZE	50% AMI	65% AMI	80% AMI
EFFICIENCY 0 BR	\$368	\$473	\$588
1 BEDROOM	\$399	\$515	\$630
2 BEDROOM	\$473	\$620	\$756
3 BEDROOM	\$546	\$714	\$872
4 BEDROOM	\$609	\$872	\$977



During the Affordability Period, the owner/lessor is not allowed to charge or collect from the tenant/lessee, any payment for rent over the applicable rent restricted amount referenced above (subject to rent increases after the first year). The restricted rent amounts will be adjusted annually, as further described below. If the owner/lessor has agreed to pay for all utilities, the owner/lessor is not allowed to charge or collect from the tenant/lessee any amounts for utilities. If the owner/lessor charges or collects any excess rent or utility payments, the excess amount must be returned to the tenant/lessee.

3. **Rent Increases.** During the term of the Affordability Period, the owner/lessor may only increase the rent annually in accordance with program requirements. Allowable annual rent levels to be charged for occupancy of Restricted Units shall be calculated and published by OCD on an annual basis. The amount of the allowable increase in rent levels will be an amount equal to the greater of (i) percentage increase in Area Median Income or (ii) Annual Adjustment Factor (as published by the U.S. Department of Housing and Urban Development), but in no event shall the increase exceed five (5%) percent. There will be no cumulative rent increases allowed for future years in the event the percentage increase in the Area Median Income or Annual Adjustment Factor (as published by the U.S. Department of Housing and Urban Development) is greater than 5% for any prior year. An increase in a tenant/lessee's income above the otherwise allowable levels shall not result in the change in occupancy status of such tenant/lessee, nor may such tenant/lessee's rent be increased above the rate that would otherwise be charged to such tenant/lessee under the terms of the program. For more information about the maximum allowable rent increase for a participating unit, the tenant/lessee may contact 1.888.ROAD.2.LA (1.888.762.3252). TTY callers use 711 relay or 1.800.846.5277.

4. **Inspection of Premises.** Upon written notification to the tenant/lessee, the owner/lessor or an authorized agent of *The Road Home* Small Rental Program shall have the right during the term of this Affordability Period, to enter the premises for the purpose of inspecting the premises and all buildings and improvements thereon.

5. **Fair Housing.** During the term of the Affordability Period, the owner/lessor has agreed to abide by all Federal and State Fair Housing laws and regulations. The owner/lessor will not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of units on the basis of race, color, ancestry, national origin, religion, sex, age, marital status, family status, physical or mental disability, or any other arbitrary basis. If the tenant/lessee believes his or her rights have been violated, the tenant/lessee can file a fair housing complaint in several ways:

- a) The Louisiana Attorney General's Equal Opportunity Section on the Fair Housing Hotline; 1-800-273-5718
- b) The tenant/lessee can call HUD toll-free at 1-800-669-9777.
- c) The tenant/lessee can file a complaint using an online form located on the U.S. Department of Housing and Urban Development's Homes and Communities Web site at <http://www.hud.gov/complaints/housediscrim.cfm>
- d) The tenant/lessee can print out a form from the above listed web site, complete it, and drop it off at the tenant/lessee's local HUD office or mail it to:



Fair Housing Hub  
U.S. Department of Housing and Urban Development  
801 Cherry Street, 27th Floor  
P.O. Box 2905  
Fort Worth, Texas 76113-2905  
(817) 978-5900  
1-800-669-9777  
TTY (817) 978-5595

6. **Lead Warning Disclosure.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Owner/lessor must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenant/lessees must also receive a federally approved pamphlet on lead poisoning prevention (“Protect Your Family from Lead in Your Home”).

7. **Additional Provisions, Disclosures.** Owner/lessor should note any disclosures about the premises that may be required under Federal or Louisiana law, such as any flood hazards.

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8. **Notices to Tenant/Lessee.** The owner/lessor has entered into a contract with *The Road Home* Small Rental Property program. Lease agreements must comply with the program’s regulations. The program contains provisions on the maximum rent levels that may be charged on the rental property, tenant eligibility, and nondiscriminatory tenant selection practices. Form more information on *The Road Home* Small Rental Property program or to report program violations, please contact the program at 1.888.ROAD.2.LA (1.888.762.3252) or via the Internet at [www.road2la.org](http://www.road2la.org).

9. **Tenant/Lessee Protections.**

a. **Lease Term.** The lease between a tenant/lessee and an owner/lessor of an affordable unit assisted with program funds must be for not less than one year.

b. **Prohibited lease provisions.** The lease may not contain any of the following provisions:

i. **Agreement to be sued.** Agreement by the tenant/lessee to be sued, to admit guilt, or to a judgment in favor of owner/lessor in any lawsuit brought in connection with the lease.

ii. **Treatment of property.** Agreement by the tenant/lessee that the owner/lessor may take, hold, or sell personal property of household members without notice to the tenant/lessee and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant/lessee concerning disposition of personal property remaining in the unit after the tenant/lessee has moved out of the unit. The owner/lessor may dispose of this personal property in accordance with State law;



- iii. Excusing owner/lessor from responsibility. Agreement by the tenant/lessee not to hold the owner/lessor or the owner's/lessor's agent legally responsible for any action or failure to act, whether intentional or negligent;
- iv. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- v. Waiver of legal proceedings. Agreement by the tenant/lessee that the owner/lessor may evict the tenant/lessee without a court proceeding.
- vi. Waiver of a jury trial. Agreement by tenant/lessee to waive any right to trial by jury.
- vii. Waiver of right to appeal court decision. Agreement by the tenant/lessee to waive a right to appeal a court decision in connection with the lease; and
- viii. Tenant/lessee chargeable with cost of legal actions regardless of outcome.

c. **Termination of tenancy.** An owner/lessor may not terminate the tenancy of a tenant/lessee of an affordable unit assisted with program funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; or for other good cause. Whereas Louisiana law does not require any owner/lessor to renew or re-enter into any lease or agreement to extend either the initial term or any extension of any lease, owner/lessor hereby agrees to give tenant/lessee and the state through the Office of Community Development reasonable written notice of at least 45 days stating owner's/lessor's intention. Equally, tenant/lessee agrees to give owner/lessor and the state through the Office of Community Development reasonable written notice of at least 45 days of tenant's/lessee's intention to not renew any lease or extension. .

d. **Tenant/Lessee selection.** An owner/lessor of an affordable unit assisted with program funds must ensure that the tenant selection process:

- i. Is consistent with the purpose of providing an affordable unit for low- and moderate-income families;
- ii. Is reasonably related to program eligibility and the tenant/lessee's ability to perform the obligation of the lease;
- iii. Will provide for the selection of tenant/lessee's from a written waiting list in the chronological order of their application, insofar as is practicable; and,
- iv. Will give prompt written notification to any rejected applicant of the grounds for any rejection with accommodations being made for alternate notifications as required.

e. **Maintenance and replacement.** The owner/lessor of the affordable unit shall maintain the premises in compliance with all applicable program requirements and local code requirements.

10. **Conflict with Other Lease Provisions and Enforceability.** If there is any conflict between this addendum and any other provision of the lease between the owner/lessor and the tenant/lessee, the requirements of the Small Rental Property program's required lease addendum shall control. The tenant/lessee has a private right of action to enforce the lease addendum against the owner/lessor.



11. **Authorization for Program to Obtain Information Directly from the Tenant/Lessee.** During the affordability period, the Small Rental Property Program may from time to time request information directly from the tenant/lessee to ensure program compliance. The tenant/lessee understands that these requests for information may be made and that the tenant/lessee should respond to such requests accurately and timely.

12. **Right to Record Lease.** The tenant/lessee has the right to record the terms of the lease and the lease addendum on the public record. If the tenant/lessee chooses to record the lease, the cost of recording shall be at the tenant/lessee’s expense.

OWNER/LESSOR:

TENANT/LESSEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**Disclosure of Information on  
Lead-Based Paint and/or Lead Based Hazards**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlord must disclose the presence of known lead-based paint and lead-based paint hazards in the Premises. Tenant must also receive a federally approved pamphlet on lead poisoning prevention entitled "Protect Your Family from Lead in Your Home".

**Landlord's Disclosure**

- 1) Presence of lead-based paint and/or lead-based paint hazards (check one below):
  - a) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_
  - b) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- 2) Records and reports available to Landlord (check one below):
  - a) \_\_\_\_\_ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents here):  
\_\_\_\_\_
  - b) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment** (initial below)

- a) \_\_\_\_\_ Tenant has received copies of all information listed above.
- b) \_\_\_\_\_ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*

**Agent's Acknowledgment** (initial below)

- a) \_\_\_\_\_ Agent has informed the landlord of the obligations under 42 USC 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy** (sign and date below)

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord	Date	Landlord	Date
Tenant	Date	Tenant	Date
Agent	Date	Agent	Date



## Instructions for the Race and Ethnic Reporting

### A. General Instructions:

**This form is to be completed by individuals wishing to be served (applicants) and those that are currently served (tenants) in housing assisted by the Department of Housing and Urban Development through the Small Rental Property program.**

Owner and agents are required to offer the applicant/tenant the option to complete the form. The form is to be completed at initial application or at lease signing. In-place tenants must also be offered the opportunity to complete the form as part of the next interim or annual recertification. Once the form is completed it need not be completed again unless the head of household or household composition changes. There is no penalty for persons who do not complete the form. However, the owner or agent may place a note in the tenant file stating the applicant/tenant refused to complete the form. **Parents or guardians are to complete the form for children under the age of 18.**

The Office of Housing has been given permission to use this form for gathering race and ethnic data in assisted housing programs. Completed documents for the entire household should be stapled together and placed in the household's file.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.
  1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
  2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The five racial categories to choose from are defined below: You should check as many as apply to you.
  1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
  2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam
  3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
  4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
  5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.



## Voluntary Tenant Race and Ethnicity Information

*This form is a federal requirement of the Department of Housing and Urban Development to provide tenants the opportunity to disclose race and ethnicity for data reporting purposes. This form has been adopted based on the U.S. Department of Housing and Urban Development, Race and Ethnic Data Reporting Form, OMB Approval No. 2502-0204 (Exp. 12/31/07).*

Date (mm/dd/yyyy): \_\_\_\_\_ Small Rental Application# : \_\_\_\_\_

Tenant's Name \_\_\_\_\_

Property address \_\_\_\_\_ City, State \_\_\_\_\_ ZIP code \_\_\_\_\_

Head of Household                       Household Member

**Please complete the form below by selecting the applicable boxes.**

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
<i>I choose not to provide this information.</i>	
Racial Categories*	Select All that Apply
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	
<i>I choose not to provide this information.</i>	

**\*Definitions of these categories may be found on the attached page.**

**NOTE: THERE IS NO PENALTY FOR PERSONS WHO DO NOT COMPLETE THE FORM.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. Owners/agents must offer the opportunity to the head and co-head of each household to "self certify" during the application interview or lease signing. In-place tenants must complete the format as part of their next interim or annual re-certification. This process will allow the owner/agent to collect the needed information on all members of the household. Completed documents should be stapled together for each household and placed in the household's file. Parents or guardians are to complete the self-certification for children under the age of 18. This information is considered non-sensitive and does not require any special protection.