

**GEORGIA HOUSING VOUCHER PROGRAM (GHVP)**  
**GHVP-2: Lease Addendum**



**Instructions for use of Lease Addendum**

This form of Georgia Rental Assistance Program (GHVP) is used to provide rental housing payments on behalf of the Tenant. The GHVP rental payee assistance is administered by the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD). The Lease Addendum is an agreement between Tenant and the owner of the unit. The Lease Addendum has three parts:

Part A Lease Addendum information (fill-ins). See section-by-section instructions.

Part B Tenancy Addendum

Part C Appendix A

**Use of this form**

Use of this Lease Addendum is required by the State of Georgia. Modification of the LEASE ADDENDUM is not permitted. The LEASE ADDENDUM must be word-for-word in the form prescribed by DBHDD. However, DBHDD may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the LEASE ADDENDUM.

Language that defines when the housing assistance payment by the DBHDD is deemed received by the owner (e.g., upon mailing by the DBHDD or actual receipt by the owner). Such language must be added to Part A of the LEASE ADDENDUM.

To prepare the LEASE ADDENDUM, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the Tenant. However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) homeownership.

**How to fill in Part A**

**Section 2: Tenant**

Enter full name of tenant.

**Section 3. Contract Unit**

Enter address of unit, including apartment number, if any.

**Section 4. Household Members**

Enter full names of all DBHDD-approved household members. Specify if any such person is a live-in aide, who is a person approved by the DBHDD to reside in the unit to provide supportive services for a family member who is a person with disabilities.

**Section 5. Lease Term**

Enter first date and last date of lease term.

The lease term must be for one year. However, the DBHDD may approve a shorter lease term if the DBHDD determines that:

- Such shorter term would improve housing opportunities for the tenant, **and**
- Such shorter term is the prevailing local market practice.

**Section 6. Rent to Owner**

Enter the amount of the monthly rent to owner during the lease term. The DBHDD must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the lease term, the owner may not raise the rent to Tenant.

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**Section 7. Housing Assistance Payment being made on behalf of the Tenant**

Enter the amount of the monthly housing assistance payment.

**Utilities and Appliances.**

The lease and the LEASE ADDENDUM must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in to show who is responsible to provide or pay for utilities and appliances.

**Notice to Proceed Number** \_\_\_\_\_ **Initial Lease** **Lease Renewal**

Part A of the LEASE ADDENDUM: (To prepare fill out all information in Part A.)

**1. Contents of Lease Addendum**

This LEASE ADDENDUM has two parts:

Part A: Lease Addendum Information and Appendix A

Part B: Tenancy Addendum

<b>2. Tenant</b>			
<b>3. Contract Unit</b>			
<b>4. Household</b> The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the DBHDD.	1. 2. 3. 4.		
<b>5. Lease Term</b> The lease term begins on (mm/dd/yyyy):  The lease term ends on (mm/dd/yyyy):			
<b>6. Rent to Owner</b> During the lease term, the owner may not raise the rent amount to tenant.			
The total rent to owner is:	\$		
Amount Paid directly by Tenant:	\$		
Amount Paid directly by GHVP:	\$		
<b>7. Housing Assistance Payment</b> The total amount due upon move in is \$ _____, and this includes the amount listed below. Please complete the table.			
<b>Expense</b>	<b>Month</b>	<b>Paid by Provider</b>	<b>To be paid by DBHDD</b>
Pro-rated rent (if lease starts mid-month)		\$	\$
1 <sup>st</sup> Full Month's rent		\$	\$
2 <sup>nd</sup> Full Month's rent		\$	\$
Security Deposit		\$	\$
Additional fees		\$	\$

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**8. Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type/circle one			Provided by	Paid by
Heating	Natural gas	Bottle gas	Electric		
Cooking	Natural gas	Bottle gas	Electric		
Water Heating	Natural gas	Bottle gas	Electric		
Other Electric					
Water					
Sewer					
Trash Collection					
Air Conditioning					
Refrigerator					
Range/Microwave					

**9. Security Deposit and Prorated First Month's Rent**

The owner shall not collect a security deposit from the tenant that is in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

The amount of the security deposit collected is \$\_\_\_\_\_.

The prorated first month's rent is \$\_\_\_\_\_.

**10. DBHDD Payment to Owner**

The rental assistance payment on behalf of the Tenant by the DBHDD is deemed as being received by the owner upon mailing by the DBHDD.

**Signatures:**

**Tenant**

**Owner**

\_\_\_\_\_  
Print or type Tenant Name

\_\_\_\_\_  
Print or type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Signatory

\_\_\_\_\_  
Name

**Property Contact Information:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E Mail Address

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**Appendix A:**

The Georgia Department of Behavioral Health and Developmental Disabilities will provide to

\_\_\_\_\_ rental assistance to support their efforts to live independently in the community consistent with the requirement of the Georgia Housing Voucher Program Description to the property owner in an amount documented above. I understand that I may be disbarred from further participation in the program if:

1. Failure to inform DBHDD the composition of the household. Prior approval must be approved by the DBHDD. The family must promptly inform the DBHDD of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the DBHDD.
2. The contract unit may only be used for residence by the DBHDD approved household members. The unit must be the family's only residence.
3. The tenant may not sublease or let the unit.
4. The tenant may not assign the lease or transfer the unit.
5. The tenant may not conduct any business activity in the contract unit without DBHDD prior approval.
6. Any criminal activity initiated in the contract unit.

_____ Signature of Tenant, Guardian, or Power of Attorney	_____ Date
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**Part B of LEASE ADDENDUM**

**1. Purpose**

- a. This is a LEASE ADDENDUM between the Department of Behavioral Health and Developmental Disabilities (DBHDD), on behalf of the Tenant and the owner. The LEASE ADDENDUM is entered to provide assistance for the family under the Georgia Housing Voucher Program (GHVP).
- b. The LEASE ADDENDUM only applies to the household and contract unit specified in Part A of the LEASE ADDENDUM.
- c. During the LEASE ADDENDUM term, DBHDD will pay housing assistance payments (on behalf of the Tenant) to the owner in accordance with the LEASE ADDENDUM.
- d. The family will reside in the contract unit with assistance under the GHVP. The housing assistance payments by DBHDD assist the Tenant to lease the contract unit from the owner for occupancy by the family.

**2. Lease of Contract Unit**

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the GHVP.
- b. DBHDD has approved leasing of the unit in accordance with requirements of GHVP.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by DBHDD (Part C of the LEASE ADDENDUM).
- d. The owner certifies that:
  - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
  - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
  - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. DBHDD is not responsible for such screening. DBHDD has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

**3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. **If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, DBHDD may exercise any available remedies. DBHDD remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the LEASE ADDENDUM. The DBHDD may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.**
- d. DBHDD shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the DBHDD and the DBHDD verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the DBHDD.
- e. The DBHDD may inspect the contract unit and premises at such times as the DBHDD determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The DBHDD must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

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**4. Term of LEASE ADDENDUM**

- a. Relation to lease term. The term of the LEASE ADDENDUM begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When LEASE ADDENDUM terminates.
  - (1) The LEASE ADDENDUM terminates automatically if the lease is terminated by the owner or the tenant.
  - (2) The DBHDD may terminate program assistance for the family for any grounds authorized in accordance with GHVP requirements. If the DBHDD terminates program assistance for the family, the LEASE ADDENDUM terminates automatically.
  - (3) If the family moves from the contract unit, the LEASE ADDENDUM terminates automatically.
  - (4) The LEASE ADDENDUM terminates automatically 180 calendar days after the last housing assistance payment to the owner.
  - (5) The DBHDD may terminate the LEASE ADDENDUM if the DBHDD determines, in accordance with GHVP requirements, that available program funding is not sufficient to support continued assistance for families in the program.
  - (6) The DBHDD may terminate the LEASE ADDENDUM if the DBHDD determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
  - (7) If the family breaks up, the DBHDD may terminate the LEASE ADDENDUM, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
  - (8) The DBHDD may terminate the LEASE ADDENDUM if the DBHDD determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the LEASE ADDENDUM.

**5. Provision and Payment for Utilities and Appliances**

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the LEASE ADDENDUM specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the LEASE ADDENDUM.

**6. Rent to Owner: Reasonable Rent**

- a. During the LEASE ADDENDUM term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the DBHDD in accordance with DBHDD requirements.
- b. The DBHDD must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the DBHDD must consider:
  - (1) The location, quality, size, unit type, and age of the contract unit; and
  - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The DBHDD must redetermine the reasonable rent when required in accordance with DBHDD requirements. The DBHDD may redetermine the reasonable rent at any time.
- d. During the LEASE ADDENDUM term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the DBHDD any information requested by the DBHDD on rents charged by the owner for other units in the premises or elsewhere.

**7. DBHDD Payment to Owner**

- a. When paid
  - (1) During the term of the LEASE ADDENDUM, the DBHDD must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
  - (2) The DBHDD must pay housing assistance payments promptly when due to the owner.
  - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the LEASE ADDENDUM term, the DBHDD shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the DBHDD shall not be obligated to pay any late payment penalty if DBHDD determines that late payment by the

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DBHDD is due to factors beyond the DBHDD's control. Moreover, the DBHDD shall not be obligated to pay any late payment penalty if housing assistance payments by the DBHDD are delayed or denied as a remedy for owner breach of the LEASE ADDENDUM (including any of the following DBHDD remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

(4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the LEASE ADDENDUM. The DBHDD shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

- b. **Owner compliance with LEASE ADDENDUM.** Unless the owner has complied with all provisions of the LEASE ADDENDUM, the owner does not have a right to receive housing assistance payments under the LEASE ADDENDUM.
- c. **Amount of DBHDD payment to owner**
  - (1) The amount of the monthly DBHDD housing assistance payment to the owner shall be determined by the DBHDD in accordance with DBHDD requirements for a tenancy under GHVP.
  - (2) The amount of the DBHDD housing assistance payment is subject to change during the LEASE ADDENDUM term in accordance with DBHDD requirements. The DBHDD must notify the family and the owner of any changes in the amount of the housing assistance payment.
  - (3) The housing assistance payment for the first month of the LEASE ADDENDUM term shall be pro-rated for a partial month.
- d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- e. **Limit of DBHDD responsibility.**
  - (1) The DBHDD is only responsible for making housing assistance payments to the owner in accordance with the LEASE ADDENDUM and DBHDD requirements for a tenancy under GHVP.
  - (2) The DBHDD shall not pay any portion of the rent to owner in excess of the housing assistance payment. The DBHDD shall not pay any other claim by the owner against the family.
- f. **Overpayment to owner.** If the DBHDD determines that the owner is not entitled to the housing assistance payment or any part of it, the DBHDD, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other GHVP assistance contract).

**8. Owner Certification** During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the LEASE ADDENDUM), and is in accordance with the LEASE ADDENDUM and program requirements. The owner has provided the lease to the DBHDD, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, or any other public or private source) for rental of the contract unit during the LEASE ADDENDUM term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the DBHDD has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

**9. Prohibition of Discrimination.** In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the LEASE ADDENDUM.
- b. The owner must cooperate with the DBHDD in conducting equal opportunity compliance reviews and complaint investigations in connection with the LEASE ADDENDUM.

**10. Owner's Breach of LEASE ADDENDUM**

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- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the LEASE ADDENDUM by the owner:
  - (1) If the owner has violated any obligation under the LEASE ADDENDUM, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal or State of Georgia housing assistance program.
  - (3) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the DBHDD determines that a breach has occurred, the DBHDD may exercise any of its rights and remedies under the LEASE ADDENDUM, or any other available rights and remedies for such breach. The DBHDD shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the DBHDD to the owner may require the owner to take corrective action, as verified or determined by the DBHDD, by a deadline prescribed in the notice.
- c. The DBHDD's rights and remedies for owner breach of the LEASE ADDENDUM include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the LEASE ADDENDUM.
- d. The DBHDD may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the DBHDD may exercise any rights and remedies for owner breach of the LEASE ADDENDUM.
- f. The DBHDD's exercise or non-exercise of any right or remedy for owner breach of the LEASE ADDENDUM is not a waiver of the right to exercise that or any other right or remedy at any time.

**11. DBHDD and DBHDD Access to Premises and Owner's Records**

- a. The owner must provide any information pertinent to the LEASE ADDENDUM that the DBHDD or DBHDD may reasonably require.
- b. The DBHDD shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the LEASE ADDENDUM, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

**12. Exclusion of Third Party Rights**

- a. The family is not a party to or third party beneficiary of Part B of the LEASE ADDENDUM. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or DBHDD under Part B.
- b. The tenant or the DBHDD may enforce the tenancy addendum (Part C of the LEASE ADDENDUM) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The DBHDD does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the LEASE ADDENDUM, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the DBHDD, and the LEASE ADDENDUM does not create or affect any relationship between the DBHDD and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the LEASE ADDENDUM.

**13. Conflict of Interest**

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - (1) Any present or former board of directors member or officer of the DBHDD;
  - (2) Any employee of the DBHDD, or any contractor, sub-contractor or agent of the DBHDD, who formulates policy or who influences decisions with respect to the program;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
  - (4) Any member of the Congress of the United States.



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- b. A covered individual may not have any direct or indirect interest in the LEASE ADDENDUM or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the LEASE ADDENDUM, or at any time during the LEASE ADDENDUM term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the DBHDD and DBHDD.
- f. The conflict of interest prohibition under this section may be waived by the DBHDD Regional Office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the LEASE ADDENDUM or to any benefits which may arise from it.

**14. Assignment of the LEASE ADDENDUM**

- a. The owner may not assign the LEASE ADDENDUM to a new owner without the prior written consent of the DBHDD.
- b. If the owner requests DBHDD consent to assign the LEASE ADDENDUM to a new owner, the owner shall supply any information as required by the DBHDD pertinent to the proposed assignment.
- c. The LEASE ADDENDUM may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation by any Federal State or Local rental assistance programs.
- d. The LEASE ADDENDUM may not be assigned to a new owner if DBHDD has prohibited such assignment because:
  - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
  - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The DBHDD may deny approval to assign the LEASE ADDENDUM if the owner or proposed new owner (including a principal or other interested party):
  - (1) Has violated obligations under a housing assistance payments contract under GHVP;
  - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
  - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
  - (4) Has a history or practice of non-compliance with the HQS for units leased under the GVP tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based GVP assistance or for units leased under any other Federal housing program;
  - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federal, State, or Local assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (b) Threatens the health or safety of other residents, of employees of the DBHDD, or of owner employees or other persons engaged in management of the housing;
    - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
    - (d) Is drug-related criminal activity or violent criminal activity;
  - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
  - (7) Has not paid State or local real estate taxes, fines or assessments.
- f. The new owner must agree to be bound by and comply with the LEASE ADDENDUM. The agreement must be in writing and in a form acceptable to the DBHDD. The new owner must give the DBHDD a copy of the executed agreement.

**15. Written Notices.** Any notice by the DBHDD or the owner in connection with this contract must be in writing.

**16. Entire Agreement: Interpretation**

- a. The LEASE ADDENDUM contains the entire agreement between the owner and the DBHDD.

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- b. The LEASE ADDENDUM shall be interpreted and implemented in accordance with DBHDD requirements.

**Part C of GHVP: Tenancy Addendum**

**1. Georgia Housing Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the GHVP (voucher program) of the Department of Behavioral Health and Developmental Disabilities (DBHDD).
- b. The Tenant has entered into a Rental Assistance Agreement (Appendix A) with the DBHDD under the GHVP. Under the GHVP, the DBHDD will make housing assistance payments to the owner on behalf of the Tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the Tenant a copy of the lease, including any revisions agreed by the owner and the Tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the GHVP and that the lease includes the tenancy addendum.
- 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.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the unit with assistance under the voucher program.
- b. The composition of the household must be approved by the DBHDD. The family must promptly inform the DBHDD of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the DBHDD.
- c. The contract unit may only be used for residence by the DBHDD approved household members. The unit must be the family's only residence. Members of the household may not engage in any business activities incidental to primary use of the unit for residence by members of the family without DBHDD prior approval.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.
- f. Failure to abide by the Use of the Contract Unit provisions may result in permanent disqualification from the Georgia Housing Voucher program.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the DBHDD.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - (1) The reasonable rent for the unit as most recently determined or redetermined by the DBHDD, or
  - (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the DBHDD housing assistance payment.
- b. Each month, the DBHDD will make a housing rental assistance payment on behalf of the family to the owner in accordance with the GHVP. The amount of the monthly housing assistance payment will be determined by the DBHDD in accordance with the GHVP.
- c. The monthly housing rental assistance payment shall be credited against the monthly rent to owner for the unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the DBHDD housing assistance payment under the GHVP on behalf of the Tenant. A DBHDD failure to pay the housing rental assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the DBHDD housing assistance payment.

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

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture, which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or 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 the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

**a. Maintenance**

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

**b. Utilities and appliances**

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

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

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

**8. Termination of Tenancy by Owner**

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
  - (1) Serious or repeated violation of the lease;
  - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
  - (3) Criminal activity (as provided in paragraph c); or
  - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
  - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
    - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
    - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
    - (c) Any violent criminal activity on or near the premises; or
  - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
    - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or
    - (b) Violating a condition of probation or parole under Federal or State law.
- d. **Other good cause for termination of tenancy**

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- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause includes:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause includes:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

**e. Protections for Victims of Abuse.**

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, DBHDD, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance.
- (4) Nothing in this section may be construed to limit the authority of DBHDD, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or DBHDD to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or DBHDD does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or DBHDD to terminate assistance, to any tenant if the owner, manager, or DBHDD can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

**f. Eviction by court action.** The owner may only evict the tenant by a court action.

**g. Owner notice of grounds**

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the DBHDD a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

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**9. Lease: Relation to GHVP**

If the GHVP terminates for any reason, the lease terminates automatically.

**10. DBHDD Termination of Assistance**

If the DBHDD terminates program assistance for the family, the lease terminates automatically.

**11. Family Move Out**

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

**12. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the DBHDD may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such DBHDD-required restriction must be specified in the GHVP.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, 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.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

**13. Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

**14. Conflict with Other Provisions of Lease**

- a. The terms of the tenancy addendum are prescribed by DBHDD, as a condition for DBHDD assistance to the tenant and tenant's family under the GHVP.
- b. In case of any conflict between the provisions of the tenancy addendum as required by DBHDD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the DBHDD-required tenancy addendum shall control.

**15. Changes in Lease or Rent**

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the DBHDD a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the DBHDD has approved a new tenancy in accordance with program requirements and has executed a new GHVP with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. DBHDD approval of the tenancy, and execution of a new GHVP, is not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the DBHDD of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the DBHDD.

**16. Notices**

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

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**17. Definitions**

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

**Family.** The person or persons who may reside in the unit with assistance under the program.

**GHVP.** The housing rental assistance payments between the DBHDD, on behalf of the tenant and the owner. The DBHDD pays housing assistance payments to the owner in accordance with the GHVP.

**Household.** The person or persons who may reside in the contract unit. The household consists of the family and any DBHDD-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing Quality Standards (HQS).** The minimum quality standards for housing assisted under the GHVP tenant-based programs based on the HUD Section 8 tenant-based programs.

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

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

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

**Program.** The GHVP.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the DBHDD housing assistance payment on behalf of the tenant to the owner.

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

**Voucher program.** The GHVP housing choice voucher program. Under this program, DBHDD provides funds for a rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.