Sample Prepared by NHLP (Sept. 2004)

ENHANCED VOUCHER LEASE ADDENDUM

This Addendum, dated ______, amends the attached Lease and (Housing Choice) Voucher Lease Addendum signed on ______. In the event of a conflict between this Enhanced Voucher Lease Addendum and the provisions of the attached Lease or (Housing Choice) Voucher Lease Addendum, the provisions of this Enhanced Voucher Addendum shall control.

1. *Parties.* The parties to this Addendum are _____, Landlord, and _____, Tenant.

2. *Term of Lease; Termination by Owner.* Following the prepayment of the mortgage or termination of the Section 8 contract for the property, the Tenant has received an Enhanced Voucher from the Housing Authority for use at the rental unit owned by Landlord. Under federal law, Tenant has the right to remain in the unit, subject to compliance with the Lease, so long as the property is offered for rental use and the Authority determines the rent to be reasonable under the Voucher program rules. The Landlord shall not terminate the tenancy, either during the term or at the end of the term, except for good cause, which shall be defined as a serious or repeated violation of the Lease. This requirement of cause for termination shall continue after the initial Lease term. Unless good cause exists, Landlord shall offer to renew the Tenant's Lease upon expiration Any termination of the tenancy, whether during the Lease term or at the end of the term, shall be preceded by [30 days, or whatever period is required by state law] advance written notice specifying the Lease provision allegedly violated, and facts sufficient to enable the tenant to present a defense in any judicial eviction action.

3. *Termination of the Lease by Tenant.* Tenant may terminate the Lease by giving at least [30 days] written notice to Landlord.

Landlord

Tenant