

## **Part B of STEP/TBRA Contract: Body of Contract**

### **1. Purpose**

**A.** This is a STEP/TBRA Contract between MaineHousing and the owner identified in Part A of this STEP/TBRA Contract. This STEP/TBRA Contract is entered into to provide rental assistance for the tenant family under the Stability Through Engagement Program (STEP/TBRA Program).

**B.** This STEP/TBRA Contract only applies to the household and contract unit specified in Part A of the STEP/TBRA Contract.

**C.** During the STEP/TBRA Contract term, MaineHousing will pay rental assistance payments to the owner in accordance with the STEP/TBRA Contract and the STEP/TBRA Program.

**D.** The tenant family will reside in the contract unit with rental assistance under the STEP/TBRA Program. The rental assistance payments by MaineHousing assist the tenant to lease the contract unit from the owner for occupancy by the tenant family.

### **2. Lease of Contract Unit**

**A.** The owner has leased the contract unit to the tenant for occupancy by the tenant family with rental assistance under the STEP/TBRA Program.

**B.** MaineHousing has approved the leasing of the unit in accordance with the requirements of the STEP/TBRA Program.

**C.** The lease for the contract unit must include word-for-word all provisions of the Lease Addendum required by MaineHousing (Part C of the STEP/TBRA Contract).

**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 Lease Addendum.
- (2) The lease is in a standard form that is used in the locality by the owner for unassisted tenants.
- (3) The lease is consistent with Maine law and any applicable local ordinances.

**E.** The owner is responsible for screening the family's suitability for tenancy. MaineHousing is not responsible for such screening and has no liability or responsibility to the owner or other persons in connection with any screening or failure to screen. MaineHousing has no liability or responsibility to the owner or other persons for the family's behavior or conduct during the tenancy, including but not limited to any criminal activity.

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

**A.** The owner must maintain the contract unit and premises in accordance with the housing quality standards of the United States Department of Housing and Urban Development (HQS) and MaineHousing standards required under the STEP/TBRA Program.

**B.** The owner must provide all utilities needed to comply with the HQS and MaineHousing standards.

**C.** If the owner does not maintain the contract unit in accordance with the HQS and MaineHousing standards, or

fails to provide all utilities needed to comply with the HQS and MaineHousing standards, MaineHousing may exercise any available remedies. MaineHousing remedies for such breach include recovery of overpayments, suspension of rental assistance payments, abatement or other reduction of rental assistance payments, termination of rental assistance payments, and termination of the STEP/TBRA Contract. MaineHousing may not exercise such remedies against the owner because of an HQS breach or breach of MaineHousing standards for which the tenant family is responsible and that is not caused by the owner.

**D.** MaineHousing shall not make any rental assistance payments if the contract unit does not meet the HQS and MaineHousing standards, unless the owner corrects the defect within the period specified by MaineHousing and MaineHousing verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. Emergency situations that are not life-threatening must be corrected within 48 hours. For other defects, the owner must correct the defect within the period specified by MaineHousing.

**E.** MaineHousing may inspect the contract unit and premises at such times as MaineHousing determines necessary, to ensure that the unit meets the HQS and MaineHousing standards.

**F.** MaineHousing must notify the owner of any HQS defects or failures to comply with MaineHousing standards shown by the inspection.

**G.** The owner must provide all housing services as agreed to in the lease.

### **4. Term of STEP/TBRA Contract**

**A. Relation to lease term.** The term of the STEP/TBRA Contract begins on the first day of the initial term of the lease, and terminates when the lease terminates or as outlined below.

#### **B. When STEP/TBRA Contract terminates.**

- (1) The STEP/TBRA Contract terminates automatically if the lease is terminated by the owner or the tenant.
- (2) MaineHousing may terminate rental assistance for the tenant family for any grounds included in the Administrative Plan for the STEP/TBRA Program. If MaineHousing terminates rental assistance for the family, the STEP/TBRA Contract terminates automatically.
- (3) If the tenant family moves from the contract unit, the STEP/TBRA Contract terminates automatically.
- (4) MaineHousing may terminate the STEP/TBRA Contract if MaineHousing determines that funding for the STEP/TBRA Program is not sufficient to support continued assistance for families in the STEP/TBRA Program.
- (5) MaineHousing may terminate the STEP/TBRA Contract if MaineHousing determines that the contract unit does not provide adequate space in accordance with the HQS or MaineHousing standards because of an increase in family size or a change in family composition.
- (6) If the tenant family breaks up, MaineHousing may terminate the STEP/TBRA Contract, or may continue

rental assistance payments on behalf of family members who remain in the contract unit.

(7) MaineHousing may terminate the STEP/TBRA Contract if MaineHousing determines that the contract unit does not meet all requirements of the HQS or MaineHousing standards, or determines that the owner has otherwise breached the STEP/TBRA Contract.

#### **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 STEP/TBRA Contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the STEP/TBRA Contract.

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

**A.** During the STEP/TBRA Contract term, the rent to owner may not at any time exceed the reasonable rent for the contract unit as most recently determined or redetermined by MaineHousing.

**B.** MaineHousing will determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units, taking into account location, unit size, and other relevant factors.

**C.** MaineHousing will redetermine the reasonable rent as required by applicable HUD regulations or as circumstances warrant. MaineHousing may redetermine the reasonable rent at any time.

**D.** During the STEP/TBRA Contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give MaineHousing any information requested by MaineHousing on rents charged by the owner for other units in the premises or elsewhere.

**E.** The owner must notify MaineHousing of any changes in the amount of the rent to owner at least 60 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 MaineHousing. No increase in rent will be effective unless approved in writing in advance by MaineHousing.

#### **7. MaineHousing Payment to Owner**

##### **A. When paid**

(1) During the term of the STEP/TBRA Contract, MaineHousing will make monthly rental assistance payments to the owner on behalf of the tenant family at the beginning of each month, subject to the terms and conditions of the STEP/TBRA Contract.

(2) Rental assistance payments shall only be paid to the owner while the tenant family is residing in the contract unit during the term of the STEP/TBRA Contract. MaineHousing shall not make any payment to the owner

for any month after the month when the family moves out. The rental assistance payment will be pro-rated for any partial month that the tenant family resides in the unit.

##### **B. Owner compliance with STEP/TBRA Contract.**

Unless the owner has complied with all provisions of the STEP/TBRA Contract, the owner does not have a right to receive rental assistance payments under the STEP/TBRA Contract.

##### **C. Amount of MaineHousing payment to owner**

(1) The amount of the monthly MaineHousing rental assistance payment to the owner shall be determined by MaineHousing in accordance with STEP/TBRA Program requirements.

(2) The amount of the MaineHousing rental assistance payment is subject to change during the STEP/TBRA Contract term in accordance with STEP/TBRA Program requirements. MaineHousing will notify the family and the owner of any changes in the amount of the rental assistance payment.

**D. Application of payment.** The monthly rental assistance payment shall be credited against the monthly rent payable to the owner for the contract unit.

##### **E. Limit of MaineHousing responsibility.**

(1) MaineHousing is only responsible for making rental assistance payments to the owner in accordance with the STEP/TBRA Contract and STEP/TBRA Program requirements.

(2) MaineHousing shall not pay any portion of the rent in excess of the rental assistance payment to the owner. MaineHousing shall not pay any other claim by the owner against the tenant family.

**F. Overpayment to owner.** If MaineHousing determines that the owner is not entitled to all or any part of a rental assistance payment, MaineHousing, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other STEP/TBRA Contract).

#### **8. Owner Certification**

During the term of this STEP/TBRA Contract, the owner certifies that:

**A.** The owner is maintaining the contract unit and premises in accordance with the HQS and MaineHousing standards.

**B.** The contract unit is leased to the tenant. The lease includes the Lease Addendum (Part C of the STEP/TBRA Contract), and is in accordance with the STEP/TBRA Contract and STEP/TBRA Program requirements. The owner has provided the lease to MaineHousing, 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 tenant family, MaineHousing, or any other public

or private source for rental of the contract unit during the STEP/TBRA Contract term.

**E.** The tenant 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 tenant 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 tenant family, unless MaineHousing has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide a reasonable accommodation for a family member who is a person with disabilities.

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

**A.** The owner shall not discriminate against any person on the basis of race, age, ancestry, color, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability or familial status in connection with the STEP/TBRA Program.

**B.** The owner shall comply with applicable regulations under Section 504 of the Rehabilitation Act of 1973 as amended relating to modifications to units and all other applicable provisions of federal and Maine civil rights and fair housing laws.

**C.** The owner shall cooperate with MaineHousing in conducting equal opportunity or fair housing compliance reviews and complaint investigations in connection with the STEP/TBRA Program.

#### **10. Owner's Breach of STEP/TBRA Contract**

**A.** Any of the following actions by the owner (including a principal or other interested party) is a breach of the STEP/TBRA Contract by the owner:

- (1) If the owner has violated any obligation under the STEP/TBRA Contract, including the owner's obligation to maintain the unit in accordance with the HQS and MaineHousing standards.
- (2) If the owner has violated any obligation under any other rental assistance payment contract under the STEP/TBRA Program.
- (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing assistance program.
- (4) If the owner has engaged in any drug-related criminal activity or any violent criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. "Violent criminal activity" means any criminal activity in which there is the use, attempted use, or threatened use of physical force substantial enough to

cause or be reasonably likely to cause serious bodily injury or property damage.

**B.** If MaineHousing determines that a breach has occurred, MaineHousing may exercise any of its rights and remedies under the STEP/TBRA Contract, or any other available rights and remedies at law or in equity for such breach.

MaineHousing shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by MaineHousing to the owner may require the owner to take corrective action, as verified or determined by MaineHousing, by a deadline prescribed in the notice.

**C.** MaineHousing's rights and remedies for owner breach of the STEP/TBRA Contract include recovery of overpayments, suspension of rental assistance payments, abatement or other reduction of rental assistance payments, termination of rental assistance payments, and termination of the STEP/TBRA Contract. MaineHousing will not be required to choose among these rights and remedies, but may exercise any one or more of them at the same or different times.

**D.** MaineHousing 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 tenant family continues to live in the contract unit, MaineHousing may exercise any rights and remedies for owner breach of the STEP/TBRA Contract.

**F.** MaineHousing's exercise or non-exercise of any right or remedy for owner breach of the STEP/TBRA Contract is not a waiver of the right to exercise that or any other right or remedy at any time.

#### **11. MaineHousing Access to Premises and Owner's Records**

**A.** The owner must provide any information pertinent to the STEP/TBRA Contract that MaineHousing may reasonably require.

**B.** MaineHousing 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 STEP/TBRA Contract, 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 tenant family is not a party to or third party beneficiary of Part B of the STEP/TBRA Contract. The tenant family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or MaineHousing under Part B.

**B.** The tenant or MaineHousing may enforce the Lease Addendum (Part C of the STEP/TBRA Contract) against the owner, and may exercise any right or remedy against the owner under the Lease Addendum.

**C.** MaineHousing 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 STEP/TBRA Contract, or as a result of any other action or failure to act by the owner.

**D.** The owner is not the agent of MaineHousing, and the STEP/TBRA Contract does not create or affect any relationship between MaineHousing 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 STEP/TBRA Contract.

### **13. Conflict of Interest**

**A.** The owner certifies that no conflict of interest exists because:

- (i) Neither the owner nor any of the owner's immediate family members is a commissioner, officer, employee, agent or contractor of MaineHousing; and
- (ii) Neither the owner nor any of the owner's immediate family members has a role in formulating policy or influencing or making decisions in connection with the STEP/TBRA Program.

**B.** "Immediate family member" means the spouse, parent (including a STEP/TBRA parent), child (including a STEP/TBRA child), grandparent, grandchild, sister or brother (including a STEP/TBRA sister or STEP/TBRA brother) of the owner.

**C.** The owner certifies and is responsible for assuring that no person or entity has or will have a conflict of interest at execution of the STEP/TBRA Contract or at any time during the STEP/TBRA Contract term.

**D.** If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to MaineHousing.

### **14. Confidentiality**

The owner shall comply with all applicable confidentiality requirements of Title 30-A M.R.S.A. Section 4706 in connection with information obtained from applicants for tenancy or tenant families assisted under the STEP/TBRA Program or from any third party regarding such applicants or tenant families.

### **15. Assignment of the STEP/TBRA Contract**

**A.** The owner may not assign the STEP/TBRA Contract to a new owner without the prior written consent of MaineHousing.

**B.** If the owner requests MaineHousing consent to assign the STEP/TBRA Contract to a new owner, the owner shall supply any information as required by MaineHousing pertinent to the proposed assignment. MaineHousing may consider any information or factor it deems relevant, in MaineHousing's sole judgment, in determining whether to consent to such assignment.

**C.** The STEP/TBRA Contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under any federally funded Program.

**D.** In the event MaineHousing consents to such assignment, the new owner must agree to be bound by and comply with the STEP/TBRA Contract. The agreement must be in writing, and in the form provided by MaineHousing. The new owner must give MaineHousing a copy of the fully executed agreement.

**16. Written Notices.** Any notice by MaineHousing or the owner in connection with this STEP/TBRA Contract must be in writing.

### **17. Entire Agreement: Interpretation**

**A.** The Administrative Plan for the STEP/TBRA Program shall be incorporated by reference into and made part of this STEP/TBRA Contract, and any reference to the STEP/TBRA Contract herein shall be deemed to include said Administrative Plan.

**B.** This STEP/TBRA Contract contains the entire agreement between the owner and MaineHousing.

**C.** The STEP/TBRA Contract shall be interpreted and implemented in accordance with STEP/TBRA Program requirements.

## **Part C of STEP/TBRA Contract: Lease Addendum**

### **1. STEP/TBRA Program**

**A.** The owner is leasing the unit to the tenant for occupancy by the tenant's family (and any approved live-in aide, if applicable) with rental assistance under the Stability Through Engagement Program (STEP/TBRA Program) of the Maine State Housing Authority (MaineHousing).

**B.** The owner has entered into a rental assistance payment contract (STEP/TBRA Contract) with MaineHousing under the STEP/TBRA Program. Under the STEP/TBRA Contract, MaineHousing will make rental assistance payments to the owner to assist the tenant in leasing the unit from the owner.

### **2. Lease**

**A.** The owner has given MaineHousing a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the STEP/TBRA Contract and that the lease includes this Lease Addendum.

**B.** The tenant shall have the right to enforce this Lease Addendum against the owner. If there is any conflict between the Lease Addendum and any other provisions of the lease, the language of the Lease Addendum shall control.

### **3. Use of Unit**

**A.** During the lease term, the tenant family will reside in the unit with rental assistance under the STEP/TBRA Program.

**B.** The composition of the tenant household must be approved by MaineHousing. The family must inform MaineHousing of the birth, adoption or court-awarded custody of a child within 14 days of the event.

MaineHousing must approve the addition of a live-in aide to the tenant's household in advance. Other persons may not be added to the tenant's household without prior written approval of the owner and MaineHousing.

**C.** The unit may only be used for residence by the MaineHousing-approved household members. The unit must be the tenant family's only residence.

**D.** The tenant may not assign the lease or sublet or otherwise transfer the unit.

### **4. Rent to Owner**

**A.** The rent to the owner may not exceed the amount approved by MaineHousing in accordance with the STEP/TBRA Program.

**B.** Changes in the rent to the owner shall be determined by the provisions of the lease and the STEP/TBRA Program. However, the owner may not raise the rent during the initial term of the lease. The owner must give the tenant and MaineHousing at least 60 days advance written notice

of any rent increase intended to become effective after the initial term of the lease, including but not limited to the period of any month-to-month tenancy. No rent increase will take effect unless MaineHousing has given its advance written approval of the change.

**C.** During the term of the lease (including the initial term of the lease and any extension term), the rent to the owner may not at any time exceed the reasonable rent for the unit as most recently determined or redetermined by MaineHousing in accordance with STEP/TBRA Program requirements or rent charged by the owner for comparable unassisted units in the premises.

### **5. Tenant Family Payment to Owner**

**A.** The tenant family is responsible for paying the owner any portion of the rent that is not covered by the rental assistance payment paid to the owner by MaineHousing.

**B.** Each month, MaineHousing will make a rental assistance payment to the owner on behalf of the tenant family in accordance with the STEP/TBRA Contract. The amount of the rental assistance payment will be determined by MaineHousing in accordance with STEP/TBRA Program requirements.

**C.** The monthly rental assistance payment shall be credited against the monthly rent for the unit.

**D.** The tenant is not responsible at any time for paying the portion of rent to the owner covered by the MaineHousing rental assistance payment under the STEP/TBRA Contract between the owner and MaineHousing. Any failure by MaineHousing to pay the rental assistance payment to the owner is not a violation of the lease by the tenant. The owner may not terminate the tenancy or the lease for nonpayment by MaineHousing of the rental assistance payment.

**E.** The owner may not charge or accept, from the tenant family or from any other source, any payment for rental of the unit in addition to the rent. Rent includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**F.** The owner must immediately return any excess tenant rent payment to the tenant.

### **6. Maintenance, Utilities, and Other Services**

#### **A. Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS and MaineHousing standards.

(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 and MaineHousing standards.

(2) The owner is not responsible for a breach of the HQS or MaineHousing standards 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 or MaineHousing standards because of damages beyond normal wear and tear caused by any member of the tenant household or by a guest of tenant.

### **D. Housing services**

The owner must provide all housing services as agreed to in the lease.

## **7. Termination of Tenancy by Owner**

### **A. Requirements**

The owner may only terminate the tenancy in accordance with the lease and STEP/TBRA Program requirements.

### **B. Grounds**

During the term of the lease (the initial term of the lease or any extension term, including but not limited to any month-to-month tenancy), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of federal, Maine, 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 or alcohol abuse (as described in paragraph C) or
- (4) Other good cause (as described 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 tenant household or a guest engages in any of the following types of activity:

- (a) Any criminal activity or alcohol abuse 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. "Violent criminal activity" means any criminal activity in which there is the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonably likely to cause serious bodily injury or property damage.
- (d) Any drug-related criminal activity on or near the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

(2) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

### **D. Other good cause for termination of tenancy**

Other good cause for termination of the tenancy must be something the tenant family did or failed to do in violation of the lease. Other good cause includes:

- (1) Disturbance of neighbors,
- (2) Destruction of property, or
- (3) Living or housekeeping habits that cause damage to the unit or premises.

### **E. Eviction by court action**

The owner may only evict the tenant by a court action and must comply in all respects with the requirements of Maine law governing eviction, including notices.

### **F. 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 the tenancy. The notice may be included in or combined with any owner eviction notice. The owner must also comply with any other notice requirements of Maine law governing evictions.
- (2) The owner must give MaineHousing 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 Maine law.

## **8. Lease: Relation to STEP/TBRA Contract**

If the lease terminates for any reason, the STEP/TBRA Contract terminates automatically.

## **9. MaineHousing Termination of Assistance**

MaineHousing may terminate rental assistance for the tenant family for any grounds authorized under the STEP/TBRA Program. If MaineHousing terminates rental assistance for the tenant family, the STEP/TBRA Contract will terminate automatically and the STEP/TBRA Lease Addendum will become null and void.

## **10. Family Move Out**

The family must give MaineHousing and the owner no less than a 30-day written notice before the family moves out of the unit.

## **11. Security Deposit**

**A.** The owner may collect a security deposit from the tenant. The amount of the security deposit, if any, must be stated in the lease and may not exceed the equivalent of one month of rent. The owner may charge an additional reasonable amount to the family as a pet deposit if owner

and family agree to allow a pet in the unit. MaineHousing shall have no responsibility for the pet deposit.

**B.** When the family moves out of the unit, the owner shall return the full amount of the security deposit to the tenant within 30 days. If there are grounds for retaining all or part of the security deposit, the owner shall, within 30 days, give the tenant a written list of all items charged against the security deposit, and the amount of each item. If the owner intends to retain only a portion of the security deposit, the owner shall return the remaining portion of the security deposit to the tenant at the same time the owner sends the list of items being charged against the security deposit. Reasons for which the owner may retain all or part of the security deposit include unpaid rent payable by the tenant and damage to the unit caused by a member of tenant's family or a guest of the tenant. The owner may not retain any part of the security deposit for normal wear and tear to the unit. If the owner does not provide the written list of items being charged against the security deposit or return the security deposit (or the unused portion) to the tenant within the required time, the owner shall forfeit the right to retain any part of the security deposit.

**C.** 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. The tenant may exercise all rights and remedies available to the tenant.

### **12. Prohibition of Discrimination**

In accordance with applicable nondiscrimination and equal opportunity statutes, Executive Orders, and regulations, the owner shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, age, familial status or physical or mental disability in connection with the lease and the tenancy under the lease.

### **13. Conflict with Other Provisions of Lease**

**A.** This Lease Addendum is part of the lease between the owner and the tenant.

**B.** In case of any conflict between the provisions of the Lease Addendum, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the Lease Addendum shall control.

### **14. Changes in Lease**

The tenant and the owner may not make any change in the Lease Addendum. The tenant and the owner may not change the term of the lease without the advance written consent of MaineHousing. If MaineHousing consents to such change, the change must be in writing and signed by the owner and the tenant and the owner must immediately give MaineHousing a copy of the change. If the tenant and the owner agree to any other changes in the lease, such changes must be in writing and signed by both the owner and the tenant, and the owner must immediately give MaineHousing a copy of such changes. The lease,

including any changes, must be in accordance with the requirements of the Lease Addendum, the STEP/TBRA Program, HUD regulations, and Maine law.

### **15. Notices**

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing and a copy provided to MaineHousing.

**16. Prohibited Lease Provisions.** Any provision of the lease that falls within any of the classifications below is null and void and of no force and effect and shall not be enforceable by the owner.

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

**B. Treatment of property.** Agreement by the tenant that the owner may take, hold or sell the personal property of the tenant or tenant's household members without notice to the tenant and a court decision on the rights of the parties.

**C. Excusing the owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.

**D. Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.

**E. Waiver of court proceedings for eviction.** Agreement by the tenant that the owner may evict the tenant without instituting civil court proceedings in which the tenant has the opportunity to present a defense, or before a decision by the court on the rights of the parties.

**F. Waiver of jury trial.** Agreement by the tenant to waive any right to a trial by jury.

**G. Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal a court decision or to otherwise challenge in court a court decision in connection with the lease.

**H. Tenant chargeable with cost of legal actions.**

Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant.