

Regional Affordable Rental Housing Program

Permanently Affordable Unit Addendum

This Lease Addendum entered into on _____ by and between _____ (“Owner”) and _____ (“Resident”) amends the Lease Agreement entered into by the Resident and Owner on _____ for _____ (“Premises”). Resident hereby agrees that Resident, all household members, and guests shall abide by the following:

This lease addendum adds the following paragraphs and supersedes the Lease between the above referenced Tenant and Owner/Manager/Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include Boulder Revised Code and the provisions of the Regional Affordable Rental Housing Program Prohibited Lease Terms, Income & Asset Policy and Student Policy for all permanently affordable rental housing units. The unit is subject to compliance with the Regional Affordable Housing Rental Compliance Manual.

Conflicts with Other Provisions of the Lease

In case of conflict between the provisions of this addendum and the Lease, the provisions of this addendum shall prevail.

Annual Recertification

On the anniversary date of the original certification or at lease renewal, all households must complete annual recertification. As part of the annual recertification, the Tenant Income Certification must also be updated.

Maximum Income

At the time of initial occupancy, the combined annual household income may not exceed the applicable income limit established for the affordable unit/property. However, after initial occupancy the combined annual household income may increase above the applicable income limit, provided that the combined annual household income does not exceed 140% of 60% AMI or (84% AMI) for the permanently affordable rental housing unit. Households with income which exceed the maximum income allowed after initial occupancy will no longer be eligible to renew their lease.

Asset Limit

Households with assets of more than \$100,000 at the time of initial application or annual recertification of income are not eligible to occupy or renew their lease for a permanently affordable rental housing unit.

Restriction on Residential Ownership

Applicants and/or tenants that have ownership interest in a residential property that *is suitable for occupancy* in which they *can legally reside* are restricted from occupying a permanently affordable rental housing unit. However, some exceptions may apply as outlined in the Income & Asset Policy.

Asset Policy Exceptions

The Income & Asset Policy provides an exception to the asset limit for elderly and disabled persons. Federal law defines an elderly person as an individual that is 55 years of age or older. A disabled person is defined as a person who has a physical or mental impairment that substantially limits one

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or more major life activities, has a record of such impairment; or is regarded as having such an impairment.

Exceptions to Asset Policy

The Asset Policy provides an exception to the liquid asset limit for elderly and disabled persons. Federal laws define an elderly person as an individual that is 55 years of age or older. A disabled person is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment; or is regarded as having such an impairment. An exception to the policy may also be considered for households with ownership interest in residential property in which they cannot legally reside.

Asset Policy Exception Request Review Process

An elderly and/or disabled person seeking an exception to this policy must submit the Asset Policy Exception Request and supplemental documentation to the Property Manager for review to make a final determination of eligibility prior to initial occupancy and/or lease renewal.

Restriction on Student Occupancy

The Student Policy excludes certain students from occupying a permanently affordable rental housing unit. Some exceptions may apply. Student eligibility is determined on an individual basis, regardless of full-time, part-time enrollment status or household composition. All requests for exceptions must be reviewed and approved by the Property Manager prior to approval of initial occupancy and lease renewal.

Minimum Lease Standards

The Owner/Manager must enter into a one-year (12 months) lease with all tenants of the household 18 years of age and older. A month-to-month lease may be executed upon mutual agreement of the Owner/Manager and the tenant(s). Owners/Managers are encouraged to enter into month-to-month leases with seniors and people with disabilities. The lease must describe the terms and conditions of occupying a permanently affordable rental housing unit. The requirements outlined in the Regional Affordable Housing Rental Compliance Manual must be incorporated within the terms and conditions of the lease. At minimum, the lease should include, but not limited to:

The Owner/Manager must provide a copy of their lease and any subsequent updates and Addendums to the City of Boulder and Regional Compliance & Monitoring Administrators for review and approval prior to execution.

- The legal name of all parties to the lease agreement;
- A description of the unit to be rented; must include unit/bedroom size, address and unit number;
- The date the lease becomes effective;
- The term of the lease
- Language addressing security deposits;
- Lead Based Paint Addendum;
- Regional Affordable Rental Housing Program's Affordable Unit Addendum;
- VAWA Lease Addendum;
- The utility allowance requirements, including a clear breakdown of which utilities are owner-paid and which are tenant-paid;

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- The use of the premises including language addressing that only members listed on the lease/TIC may occupy the unit, that the unit must be the household's primary residence, and that the unit may not be sublet;
- Language or Lease Addendum outlining the rights and obligations of the parties, including the obligation of the tenant to certify eligibility annually;
- Language addressing the right of the Owner/Manager or the City of Boulder and Regional Compliance & Monitoring Administrators to enter the permanently affordable unit for physical inspection;
- Language addressing the termination process (must provide a minimum of 30-days' notice);
- Signature of all tenant(s) 18 years of age and older;
- Signature of Owner/Manager; and
- Date of execution.

Prohibited Lease Terms

No residential lease for a permanently affordable rental housing unit may contain any of the following provisions:

- **Agreement to be Sued.** Agreement by the tenant to be sued, admit guilt, or to a judgment in favor of the Owner/Manager in a lawsuit brought in connection with the lease;
- **Treatment of Property.** Agreement by the tenant that the Owner/Manager may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The Owner/Manager may dispose of this personal property in accordance with state law;
- **Excusing Owner from Responsibility.** Agreement by the tenant not to hold the Owner/Manager or the Owner/Manager's agents legally responsible for any action or failure to act, whether intentional or negligent;
- **Waiver of Notice.** Agreement of the tenant that the Owner/Manager may institute a lawsuit without notice to the tenant;
- **Waiver of Legal Proceedings.** Agreement by the tenant that the Owner/Manager may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- **Waiver of a Jury Trial.** Agreement by the tenant to waive any right to a trial by jury;
- **Waiver of Right to Appeal Court Decision.** Agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in court a court decision in connection with the lease; and
- **Tenant Chargeable with Cost of Legal Action Regardless of Outcome.** 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/Manager against the tenant. The tenant may be obligated to pay costs if the tenant loses.
- **Mandatory Support Services.** Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

Non-Renewal of Lease

The Owner/Manager/Landlord reserves the right to not renew the Lease at the end of the Lease

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term. However, under no circumstances can a notice of non-renewal be issued in an effort to avoid eviction when good cause exists. The Owner/Manager should contact the Housing Senior Compliance Manager for consultation prior to issuing notices of non-renewal.

Any resident/household that is determined to be ineligible for continued occupancy upon annual recertification of eligibility per Regional Affordable Rental Housing Program policy, is no longer eligible to occupy a permanently affordable rental housing unit and therefore subject to a non-renewal of lease. When a household no longer meets eligibility requirements, the Owner/Manager must notify the tenant that they are no longer eligible to occupy a permanently affordable rental housing unit and their lease will not be renewed. The Owner/Manager may execute a month-to-month lease with the household for up to one year, to allow the household to find suitable replacement housing. At the end of the one-year term, the household must either demonstrate that they are eligible for continued occupancy or vacate the permanently affordable housing unit.

The Owner/Manager/Landlord must provide the resident/household a minimum of thirty (30) days written notice in the event non-renewal of lease. Any notice given by the Owner/Manager/Landlord to any Resident is notice to all Residents who executed the Lease. With respect to any notice required under the terms of this Lease or by law, written notice mailed by Certified Mail or personally delivered to the Resident shall constitute sufficient notice.

Termination of Tenancy

A termination of tenancy is a termination of the lease or refused to renew the lease or rental agreement prior to the expiration of the lease term. Owners/Managers can only terminate the tenancy of a tenant of a permanently affordable rental housing unit for “Good Cause”, as defined in §92.253(c) which includes:

- A serious or repeated violation of the terms and conditions of the lease;
- Violation of applicable Federal, state, or local law;
- Completion of the tenancy period for transitional housing; or
- Other good cause, as defined by the city and outlined in the lease.

When good cause exists, an Owner/Manager may terminate tenancy by:

- Serving written notice upon the tenant at least thirty (30) days before the termination of tenancy. This notice must specify the grounds for the termination.
- Documenting the property files with justification for terminating the lease and a copy of the 30-day written notice to the tenant.

Items not to be construed as Good Cause for Eviction:

- Eviction is not permitted if such eviction is discriminatory based on the tenant/household's protected class under the Fair Housing Act (see Chapter 3).
- The Owner/Manager shall not use a record of arrest, parole or probation, or current indictment to establish a violation.
- Per the Violence Against Women Reauthorization Act of 2013 (see [Section 5.3 C](#)) the Owner/Manager shall ensure that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as either:

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- A serious or repeated violation of a lease by the victim or threatened victim of such incident; or
- Good cause for terminating the assistance, tenancy or occupancy rights to housing of the victim of such incident.

Other good cause include:

- When a tenant creates a documented nuisance under applicable state or local law or when a tenant unreasonably refuses to provide the owner access to the unit to allow the owner to repair the unit.
- Where an owner must terminate a tenancy to comply with an order by a governmental entity or court that requires the tenant vacate the project or unit or a local ordinance that necessitates vacating the project or unit.
- Good cause for a criminal violation of applicable Federal, state, or local law, there must be a record of conviction for a crime during the tenancy period that has a direct bearing on the tenant's continued tenancy in the permanently affordable rental housing project.
- Based on a violation of applicable Federal, state, or local law cannot be based on a violation that occurred before tenancy, a violation that does not have a direct bearing on a tenant's continued tenancy, or a basis other than a record of conviction. An owner may consider any mitigating circumstances relevant to whether the tenant will commit further violations of the lease or applicable Federal, State, or local law.

Termination

Owners/Managers must provide the City with a copy of the notice to vacate to assist the City with monitoring the permanently affordable rental units to help the City answer any questions it receives from the household being evicted.

The following is an important notice for tenants. Please read it carefully.

Every person who rents a dwelling unit within the city limits of Boulder, Colorado must be provided with this information in accordance with the provisions of the Written Disclosure requirement cited in [BRC 12-2-4 \(2020\)](#).

- (a) No operator shall allow any person to occupy a rental property as a tenant or lessee or otherwise for valuable consideration unless and until that operator has satisfied each of the following conditions:
- (1) The operator has executed and provided to the tenant a copy of a written lease, rental agreement, set of site rules or other written instrument containing the following information:
- (a) The maximum occupancy levels permitted in the rental unit;
 - (b) Notice of the provisions contained in Sections [5-3-11](#), "Nuisance Party Prohibited," 5-6-6, "Fireworks," 5-4-12, "Depositing Trash on Property in Violation of Sign," and [5-4-16](#), "Outdoor Furniture Restrictions," and Chapter 5-9, "Noise," B.R.C. 1981;
 - (c) Notice of the provisions contained in Sections [6-2-3](#), "Growth or Accumulation of Weeds Prohibited," 6-3-3, "Trash Accumulation Prohibited," 6-3-12, "Bear- Resistant Containers Required," and [8-2-13](#), "Duty to Keep Sidewalks Clear of Snow," B.R.C.

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- 1981; [Section 6-3-3\(b\)](#), relating to the responsibility of every owner, manager or operator of rental property to maintain a valid contract with a commercial trash hauler providing for the removal of accumulated trash from the property, and Paragraph [7-6-13\(a\)\(1\)](#), B.R.C. 1981, concerning parking prohibited on sidewalks;
- (d) The names of those individuals permitted, pursuant to the tenancy agreement, to occupy the rental unit;
 - (e) Notification to tenants that violation of the city's noise regulation requirements or residency within the rental unit of persons other than those lawfully occupying the unit pursuant to the tenancy agreement is cause for the termination of the tenancy;
 - (f) Notification that interest must be paid to tenants upon any security deposit collected pursuant to the provisions of Sections [12-2-2](#), "Definitions," and [12-2-7](#), "Interest Rate On Security Deposits," B.R.C. 1981;
 - (g) Notification to tenants of the date and nature of any violations of law during the preceding twenty-four months for which the owner, manager or operator has received written notice of violation pursuant to [Section 10-2.5-6](#), "Required Procedures Prior to Commencement of Public Nuisance Action," B.R.C. 1981;
 - (h) Notification of the provisions contained in [Section 5-10-6](#), "Marijuana Odor Emissions," and Paragraphs [6-14-13\(a\)\(6\)](#) and [6-16-13\(a\)\(4\)](#), B.R.C. 1981, prohibiting possession of more than six marijuana plants without a license; and
 - (i) Notification to tenants of their right to legal representation and the availability of rental assistance provided in [Section 12-2-9\(a\)](#), B.R.C. 1981, including a complete copy of the text of that section, with the use of the language in the form created, this section being mandatory.

Eviction Prevention, Legal Representation, and Rental Assistance

[BRC 12-2-9 \(2021\)](#) The City's policy states that Boulder tenants shall have the right to legal representation during eviction and administrative proceedings where they face the loss of housing; and the City shall provide such representation to tenants to assist in the fair administration of justice. The City also administers [Eviction Prevention & Rental Assistance Program](#) for tenants faced with such proceedings. For more information and to access this program call 303-441-3414 or visit Boulder's website:

<https://bouldercolorado.gov/services/eviction-prevention-and-rental-assistance-services-program>

Subletting & Short-Term Rental

Short-term rentals (STR) are residential units that are rented to a visitor for less than 30-days. Residents living in permanently affordable rental housing units are prohibited from renting their unit out for any length of time. Residents are prohibited from assigning their lease or subletting the unit.

CONTACT

City of Boulder - Compliance Team

CHIP@bouldercolorado.gov

RESIDENT _____ Date _____

RESIDENT _____ Date _____

Owner/Manager/Landlord _____ Date _____

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12-2-2. - Definitions

The following terms used in this document have the following meanings unless the context clearly indicates otherwise:

Bank means a bank, credit union or similar institution that accepts deposits of money and insures such funds through the Federal Deposit Insurance Corporation, the National Credit Union Association or similar institution.

Covered proceeding means legal proceedings to evict a tenant from their place of residence pursuant to C.R.S. 13-40-101 et seq., counterclaims related thereto, the termination of Section 8 housing assistance, any related proceeding to assist a tenant to remain housed, and appeals arising from any of the foregoing.

Interest means simple interest on the full amount of the security deposit on deposit.

Legal representation means full scope representation provided by a licensed attorney to a tenant in a covered proceeding. This includes, but is not limited to, filing responsive pleadings, appearing on behalf of the tenant in court, administrative proceedings, or alternative dispute resolution, and providing legal advice, advocacy, and assistance associated with such matters, and necessary fees and costs related thereto.

Security deposit means any advance or deposit of money, regardless of its denomination, the primary function of which is to secure the performance of a rental agreement for residential premises or any part thereof.

Tenant means any occupant of residential property, including but not limited to, any building, structure, vacant land, or part thereof offered for lease or rent for residential purposes, who is a respondent or defendant, or who has legal standing to be a respondent or defendant, in a covered proceeding.