

## Exhibit A. Blaine County Housing Authority's Lease Addendum

1. Qualified Renter.
  - (a) The Owner must rent the Community Home to a Qualified Renter.
  - (b) Renters are required to respond to the BCHA's requests for information to annually certify compliance.
  - (c) Both Owner and Qualified Renter are required to adhere to BCHA's Community Housing Guidelines, Section 3. The most current version adopted by the BCHA Board of Commissioner's applies.
  - (d) The Owner is also subject to any Deed Covenant, Exceedance Agreement, and/or Development Agreement recorded for the unit.
2. Owner cannot charge above the Maximum Rent. Owner is obligated to ensure that no more than the Maximum Rent is charged, accounting for the estimated cost of essential utilities.
3. Rent Increases are Limited.
  - (a) The Owner cannot increase the rent by more than the greater of 4% of current rent every twelve (12) months at lease renewal, without pre-approval of BCHA.
  - (b) The Owner is obligated to first give the BCHA sixty (60) days written notice of intent to raise above the allowable amount and respond in a timely manner to the City's requests for documentation that justifies such an increase. Then, if approved, the Owner must give the Qualified Renter at least ninety (90) days written notice.
  - (c) If, upon annual re-certification, BCHA determines that the Renter is two (2) income categories above the unit's designated income category, Renter will continue to pay the rent and any utilities associated with the unit's income level directly to the landlord. BCHA will charge the difference between the unit's income level and the Maximum Housing Costs associated with the Renter's new income. This additional rent will be paid directly to BCHA.
4. Renter Must Rent the Home for use as Primary Residence.
  - (a) The Qualified Renter may use the Home only for residential purposes and any activities related to residential use that are permitted by local zoning law, except the Community Home cannot be used for short-term or vacation rental, or subleased.
  - (b) A lease is required for a minimum of a twelve (12) month term.
  - (c) The Tenant must use the Home as their Primary Residence and reside in the unit for more than nine (9) months of any given twelve (12) month period.
  - (d) If the Tenant accepts permanent employment outside of Blaine County or resides in the Home fewer than nine (9) out of any twelve (12) months, the Tenant will be deemed to have ceased to use the Home as a Primary Residence and must be required to relinquish the Community Home.
  - (e) Tenants must re-certify with Blaine County Housing Authority for each year of the lease term.

- (f) An Acknowledgement and Acceptance of BCHA terms and conditions governing the rental of Community Housing executed by the Tenant.
  - (g) Additional criteria are in Program Policies.
5. Owner may not Evict or not Renew Lease without Just-Cause or Mediation. Idaho’s Landlord Tenant Manual provides the minimum protection for tenants\_ <https://www.ag.idaho.gov/content/uploads/2023/07/LandlordTenant.pdf>. Given the difficulty with finding alternative affordable housing, Community Housing rentals with a Deed Covenant managed by the BCHA only allow for just cause eviction under the following circumstances:
- (a) Just-cause for eviction and non-renewal of leases is allowed of a Qualified Renter after
    - (i) a Notice of Default or Non-Compliance was provided to the Qualified Renter and BCHA, (ii) Owner makes a reasonable effort to participate in the mediation process as determined by the BCHA and adheres to any resulting mediation agreement, and (iii) a 30-day written notice is provided the Qualified Renter and BCHA. Just-cause eviction includes the following:
      - I. Failure to pay rent or habitual late payment of rent.
      - II. Repeated disorderly conduct.
      - III. Damage or destruction to the property.
      - IV. Substantial violation or breach of covenants or agreements contained in the lease pertaining to illegal use of controlled dangerous substances or other illegal activities.
      - V. Refusal to accept reasonable changes in the terms and conditions of the lease.
      - VI. The BCHA determines that the tenant falsified eligibility with, or is no longer in compliance with, BCHA’s Community Housing Policies.
      - VII. Qualified Renter assaults or threatens the landlord, their family, employees, or other tenants (this may be eligible for a three (3) day notice).
  - (b) 5.A. applies except for just-cause evictions sought in the following scenarios when a three (3) day notice is allowed under Idaho law:
    - I. Qualified Renter is engaged in the unlawful delivery or production of a controlled substance on the premises of the leased property during the tenancy.
    - II. Qualified Renter is convicted of assaulting or threatening the landlord, their family, employees, or other tenants.
  - (c) If the Qualified Renter or their visitors are committing acts of domestic violence and/or sexual assault, then the Owner must (1) refer tenants to the Advocates and (2) follow the Violence Against Women Act;
  - (d) Owner may not coerce or harass tenants to waive their rights, lease-terms, or move out.
6. Owner’s Ability to Improve the Home is Limited. The term “**Capital Improvements**” means any improvements that (i) exceed more than a single eight-hour day; (ii) requires packing, moving,

or storing belongings; (iii) continued occupancy constitutes a danger to the Qualified Renter's health or safety and/or the nature of the improvement creates an undue burden or unnecessary hardship; or (iv) the Qualified Renter does not have access to functional kitchen or bathroom facilities. In addition, Capital Improvements include any improvements that change the footprint, square-footage, or height of the house. No improvements may be made to the Home that would affect its bedroom configuration.

- (a) The Owner will not make any Capital Improvements to the Home without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion or may include notice and relocation assistance requirements.
- (b) The Owner may make other improvements to the Home without the consent of the City as long as such improvements (i) do not meet the criteria in Section 4, (ii) are constructed in a professional manner, (iii) reasonable efforts are made to comply with Qualified Renter's scheduling requirements, and (iv) comply with all applicable laws and regulations.
- (c) Section 4 does not apply in the event the Home is damaged or destroyed following a fire or other casualty.

7. Repairs and Turnover Procedures. The Owner is required to make necessary repairs when the Home is turned over as follows:

- (a) The Owner must provide an Inspection Checklist in the lease that the Qualified Renter must, prior to signing the lease, use (i) with an inspector at their sole expense or (ii) to self-inspect and the City has the option of inspecting. The inspection is to ensure that the Home is in decent, safe, and sanitary condition and identify any additional needed repairs. The Owner must cooperate fully with the inspection.
- (b) The Owner must repair specific reported defects or conditions necessary to bring the Home into full compliance with the checklist and deed restriction prior to transferring the Home.
- (c) The Owner must bear the full cost of the necessary repairs and replacements.