

ATTACHMENT H
Lease Rider Rental Assistance Demonstration Project Based Voucher

Hampshire Heights
Lease Rider
Rental Assistance Demonstration (RAD)
Program Project Based Voucher

This RAD Unit Lease Rider (“RAD Rider”) is entered into on this _____ day of _____, 20___, by and between Putnam Communities Inc. (“Owner”) and _____ (“Tenant”) to amend that certain lease between Owner and Tenant entered into as of the date hereof for Unit _____ (the “Lease”) to reflect certain requirements of the Rental Assistance Demonstration program administered by the U.S. Department of Housing and Urban Development (“HUD”).

Under RAD, the Putnam Housing Authority (PHA) has converted the Property from HUD’s public housing program to HUD’s project-based voucher (“PBV”) program under 24 CFR Part 983, as such may be amended from time to time. The Property is subject to requirements of the RAD program under HUD Notice PIH 2012-32 (HA), REV-3, as such may be amended from time to time (the “RAD Requirements”).

The RAD Requirements are in addition to, and may modify, the requirements of the PBV program, including the Tenancy Addendum for the PBV program which is executed herewith. In the event of a conflict between the RAD Requirements and the requirements of the Lease, the RAD Requirements shall control.

Owner and Tenant hereby agree that the Lease is amended by the following provisions:

1. **Termination Notification.** Owner shall renew the Lease upon expiration, unless good cause under 24 C.F.R. § 983.257(a) exists for non-renewal of a lease. Further, Owner shall provide adequate written notice of termination of the Lease which shall not be less than:
 - a. reasonable period of time, but not to exceed 30 days:
 - i. If the health or safety of other tenants, employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - ii. In the event of any drug-related or violent criminal activity or any felony conviction;
 - b. 14 days in the case of nonpayment of rent; and
 - c. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
2. **Grievance Process.**
 - a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi), and in Putnam Housing Authority’s Administrative Plan, Owner shall give the Tenant an opportunity for an informal hearing for any dispute that Tenant may have with respect to Owner’s actions in accordance with the Lease that adversely affect Tenant’s rights, obligations, welfare, or status:

- i. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the hearing will be conducted in accordance with the procedures outlined in Putnam Housing Authority's Administrative Plan; and
 - ii. For any additional hearings required under RAD, an impartial member of the owner's staff shall perform the hearing.
- b. An informal hearing will not be required for class grievances or to disputes between Tenant and other Tenants of the Property not involving Owner or Putnam Housing Authority. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between tenants or groups of tenants of the Property and Owner or Putnam Housing Authority.
- c. Owner hereby gives Tenant notice of Tenant's ability to request an informal hearing for circumstances that do not otherwise entitle Tenant to a hearing under Putnam Housing Authority's Administrative Plan.
- d. Owner shall provide opportunity for an informal hearing before an eviction.

Tenant and Owner by signing below are hereby agreeing to the terms of and to be bound by this Rider.

Signatures:

TENANT:

Signature

Date

Signature

Date

Signature

Date

LANDLORD:

Putnam Communities Inc.
a limited liability company

By Its Management Agent: Putnam Housing Authority, a public body corporate

By: _____

Title

Signature

Date