

**AMENDMENT TO MODEL LEASE  
FOR SUBSIDIZED PROGRAMS**

THIS AMENDMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_; \_\_\_\_\_ by and between \_\_\_\_\_ (“Landlord”) acting herein by \_\_\_\_\_ (“Management Agent”) and \_\_\_\_\_ (“Tenant”) is the first amendment to the Lease dated \_\_\_\_\_ (the “Lease”),

W I T N E S S E T H

WHEREAS, Landlord and Tenant have executed the Lease;

WHEREAS, Connecticut Housing Finance Authority (“CHFA”) is providing mortgage financing for the development known as \_\_\_\_\_ and receiving Housing Assistance payments for Tenant’s apartment unit (“Unit”) as contract administrator through the Section 8 Housing Assistance Payments Program, as authorized by the U.S. Department of Housing and Urban Development;

WHEREAS, the parties wish to amend said Lease to include certain requirements of CHFA.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The following shall be added to the Lease:

**CHFA REQUIREMENTS**

- a. Tenant is responsible for the maintenance of the interior of the Unit and shall return it at the end of the Lease in the same condition as it was rented. Reasonable wear and tear is allowed. If CHFA needs to enter the Unit to make inspections and/or repairs, Tenant will be notified ahead of time. Tenant may not unreasonably refuse or delay permission for such inspections and/or repairs.
- b. If Tenant has any questions about the application or Lease, or any problems upon taking occupancy in the Unit, Tenant should contact the Landlord or Landlord’s Management Agent. The Management Agent has the primary responsibility for managing the Units. If the Management Agent is not able to answer questions or if Tenant continues to have problems, Tenant may contact CHFA at the following address:

Connecticut Housing Finance Authority  
999 West Street  
Rocky Hill, CT 06067  
ATTN: Asset Management Division

- c. Landlord shall not discriminate based upon race, creed, color, national origin, ancestry, sex, marital status, age, sexual orientation, mental retardation, physical

disability, including, but not limited to blindness or deafness, children in the family, except (as to children in the family) in the case of a development that constitutes "housing for older persons" as defined in section 807(b)(2) of the Fair Housing Act (42 U.S.C. §3607(b)(2), or any other classification(s) protected by state or federal law.

2. The following shall be added to Section 3 of the Lease:

"In the event of Tenant's death, Rent shall increase to market rate at the earlier of (i) fourteen (14) days after the Tenant died or (ii) the day the Unit was vacated, subject to Section 4 of the Lease as to any surviving Tenants."

3. Section 5 of the Lease is amended to delete "5<sup>th</sup>" and "6<sup>th</sup>" and replace such words with "10<sup>th</sup>" and "11<sup>th</sup>", respectively.

4. Section 8 of the Lease is amended to delete the words "at \_\_\_%" and substitute "in accordance with C.G.S. §§47a-21(i) and 47a-22a, as applicable."

5. The following shall be added to Section 11 of the Lease:

"Neither Landlord or CHFA is responsible for any loss or damage to property or injury to persons occurring in or about the Development if caused by any act, omission or negligence of persons other than Landlord or CHFA or their agents or employees. TENANT IS RESPONSIBLE FOR OBTAINING HIS OR HER OWN INSURANCE FOR PERSONAL PROPERTY."

6. The following shall be added to Section 13 of the Lease:

"f. operate or run any type of business out of the Unit; or  
g. allow or permit any of the foregoing by Tenant's family or visitors."

7. The following shall be added to Section 24 of the Lease:

"STORAGE OF GASOLINE, OIL, OTHER FLAMMABLE MATERIALS, CHEMICALS OR HAZARDOUS MATERIALS OTHER THAN IN QUANTITIES REASONABLY NEEDED FOR NORMAL HOUSEHOLD USE IS FORBIDDEN."

8. This Lease shall be governed by the laws of the State of Connecticut and Federal law where applicable.

9. In the event of a conflict between any provision(s) of the Lease and of this Amendment, the Amendment shall control.

10. In all other respects, the Lease is hereby ratified and confirmed, in full.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

LANDLORD

TENANT

BY: \_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_

Duly Authorized Agent of Landlord

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CHFA FORM # HM8-15  
9/1/00