



Lease Addendum for City and County of San Francisco
Family Permanent Supportive Housing
(to be attached to the lease)

This addendum sets forth specific requirements that apply to Permanent Supportive Housing (PSH) units supported by the City and County of San Francisco ("City") via the General Fund, Local Operating Subsidy Program (LOSP), or other City funding sources, and referred through the Homelessness Response System. The tenant herein agrees to these additional terms as a condition of participation in PSH and as a condition of the tenant's eligibility to receive a housing subsidy, in which the tenant pays a reduced rent for the unit. The housing subsidy may be terminated due to non-compliance or if the household no longer meets the eligibility criteria for the subsidy. If the subsidy is terminated, the tenant will be responsible for the unsubsidized rent for the unit. If the tenant cannot or will not pay the full amount of the unsubsidized rent, this may lead to unlawful detainer proceedings and eviction. The subsidy is project-based and cannot be transferred to other properties or to other tenants not on the lease.

Name(s) of all Household Members:

Name(s) of any Household Members who do not meet the HSH Homeless Definition, if applicable:

Site Name and Address: _____

Unit #: _____

ELIGIBILITY: The eligibility requirements related to this unit are:

Homeless History:

- Meets the [HSH Family Homeless Definition](#)
- Meets additional eligibility requirements for the site, if applicable

Tenant(s) Initials: _____



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ELIGIBILITY: (continued)

Income:

- Total household income cannot exceed ____% of the current AMI (Area Median Income) at the time of this lease signing based on the household configuration noted below.

Tenant(s) Initials: _____

Household Configuration:

- The unit being offered with the lease has:
 - Minimum occupancy of ____ persons.
 - Maximum occupancy of ____ persons.
 - Per Section 503b of the [San Francisco Housing Code](#), children under the age of six (6) may not be counted towards maximum household size.
- This lease is offered based on an occupancy of ____ persons.
- To be eligible, the household configuration must include at least one dependent minor child under the age of 18 upon referral and lease signing who resides in the parent/guardian's care at least 50% of the time. When a minor reaches 18 years of age and continues to reside in the household/unit, the family continues to be eligible for the City subsidy as long as all other criteria are met.

Tenant(s) Initials: _____

RENT:

- If applicable, factor a Utility Allowance into the calculation of Gross Rent owed. Monthly Gross Rent shall be calculated not to exceed 30% of household monthly adjusted gross income, with the maximum rent as either:
 - ☐ The current underlying restricted rent for the unit, or
 - ☐ The current maximum rent for the unit according to MOHCD's Inclusionary BMR Program for 50% AMI.
- If tenant has no documented and regular income, a minimum of \$____.00 per month rent is required. ☐ Applicable ☐ Not applicable ☐ Waived
- At the time of the signing of the lease and this addendum for this unit, the full underlying restricted rent or unsubsidized rent for this unit is \$____ per month. This amount changes over time.

Tenant(s) Initials: _____

REQUIREMENTS TO MAINTAIN CUSTODY OF MINORS IN FAMILY UNITS:



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1. I/We understand and agree upon signing the Lease Addendum, certification, or recertification that I/We shall maintain at least 50 percent child custody and child residency in the subsidized unit, as required by HSH policy.
2. I/We shall report to the Housing Provider any changes in the custody or residency of our child(ren). Notice must be given within one week of learning of any changes in custody or residency. Such changes include, but is not limited to, those due to divorce, Family and Children's Services (FCS) actions, prolonged vacations or visits with relatives, and prospective absence of child(ren) longer than two weeks. Failure to provide proper notice of these changes may result in termination of the housing subsidy.
3. The Housing Provider may request that I/We provide proof of child(ren)'s residency in the event that the Housing Provider staff are unable to confirm the presence of child(ren) on the property for at least two weeks and I/We have not provided an explanation for the absence.
4. I/We shall cooperate in providing adequate proof of child(ren)'s residency to the Housing Provider within one week of a request for confirmation. If no such proof is provided, the Housing Provider will make a formal written request for current documentation regarding custody of the absent child(ren).
5. I/We shall have one week to respond to a written request for current documentation regarding custody of the absent child(ren). This verification may include, but is not limited to, official documentation that I/We have physical custody of the child(ren) and/or presentation of the child(ren) at the Housing Provider's office.
6. If I/We lose legal custody of all minors in our household:
 - a. I/We shall authorize the release of information to the Housing Provider to verify the progress in completing the requirements of any plan to reunify and regain custody of the child(ren).
 - b. If I/We remain otherwise in compliance with the Lease during this period, I/We shall have a six-month period to demonstrate satisfaction of court or FCS requirements for reunification with the child(ren). I/We shall provide documentation and/or updates of progress toward reunification to the Housing Provider no less than every two weeks. I/We must provide the necessary consent to release of information forms for the appropriate parties to work on the progress for reunification. The six-month period can be extended if I/we provide documentation of continued work and progress to satisfy court or FCS requirements.
 - c. If I/We fail to regain custody of the child(ren) after the six-month period ends, the Housing Provider will work alongside relevant parties including, FCS, HSH, and/or court personnel to assess the situation and make a decision on ongoing subsidy eligibility.



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- d. If the court denies reunification or I/We decide to no longer actively pursue custody by not following requirements set forth by FCS and/or court personnel at any time during the six- month period, HSH and the Housing Provider will identify an adult housing unit that I/We can apply for and transfer to. If I/We choose not to transfer to an adult housing unit or cannot transfer based on unsatisfactory standing with the current tenancy, a 30-day notice of final termination of the housing subsidy will be issued. Any decision to terminate a housing subsidy must be approved by HSH.

Tenant(s) Initials: _____

ON-GOING COMPLIANCE: The eligibility for the housing subsidy related to this unit requires:

- Current tenants must submit a request to the Housing Provider according to the terms of their lease before any adults or minors are added to or removed from the unit. The Housing Provider will communicate with HSH when there are any changes to the household configuration. The adult(s) to be added to the lease must meet eligibility requirements for the unit, following the Housing Provider's screening protocol and approval process and signing all applicable certification and lease documents.

Tenant(s) Initials: _____

- The tenant must report changes in household income to the Housing Provider within the timeline in the lease agreement. The Housing Provider will adjust the rent amount according to the lease agreement and/or regulatory requirements.

Tenant(s) Initials: _____

- Households must meet and maintain the eligibility requirements for the unit specified in the Household Configuration section. If they no longer meet any of those requirements, they will be offered an opportunity to apply for and move to another subsidized housing unit that they are eligible for.

Tenant(s) Initials: _____

- The Housing Provider will recertify the household income and configuration on an annual basis. The Housing Provider may request additional recertification to verify changes in household income or configuration. Compliance with requests for recertification is a requirement for continuing to receive the housing subsidy.



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- Tenant will maximize income, which may include applying for and maintaining all benefits the tenant is eligible for.

Tenant(s) Initials: _____

- Tenant must live in the unit and the unit must be the tenant's only place of residence. Tenant may not have a lease agreement for more than one subsidized unit at any given time. If a tenant is moving from one subsidized unit to another, tenant must relinquish the former unit within 7 days of the lease start date for their new unit.

Tenant(s) Initials: _____

SUBSIDY REVOCATION:

- I/We understand that the housing subsidy is not an entitlement program, rather it is an eligibility-based program and that the terms and conditions above must be met at time of placement and throughout tenancy in order to qualify and remain eligible for the subsidy. I/We receive the subsidy based solely on meeting and maintaining the eligibility and on-going compliance requirements of the program.

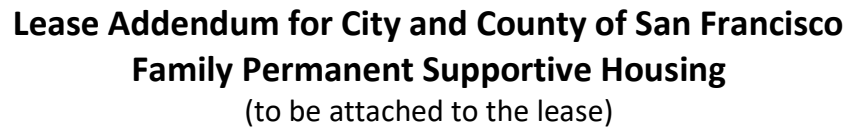
Tenant(s) Initials: _____

- If notified of a potential loss of the subsidy due to ineligibility or noncompliance, I/We agree to communicate with the Housing Provider and onsite services staff by responding to all notifications and requests for additional information within the timelines issued by the Housing Provider.

Tenant(s) Initials: _____

- I/We understand that if the subsidy is terminated, I/we will be responsible for paying the full underlying restricted rent or unsubsidized rent and that failure to do so may lead to eviction.

Tenant(s) Initials: _____



- If the housing subsidy is terminated for non-compliance and I/We are not able to pay the full underlying restricted rent or unsubsidized rent, I/We understand on-site services staff will be available to assist in securing appropriate housing. I/We understand that while there is no guarantee of an alternative housing placement, cooperation with the Housing Provider and on-site services staff is a great way to explore such options.

Tenant(s) Initials: _____

My/Our signature below signifies my/our understanding and agreement to the terms, eligibility and ongoing compliance conditions of the housing subsidy program. All adults on the Housing Provider lease are required to sign this addendum.

Tenant Name (Print)

Property Management Name (Print)

Tenant Signature

Date _____

Property Management Signature

Date _____

Tenant Name (Print)

Tenant Signature

Date _____