

PROPOSED TENANT PROTECTIONS FOR THE HOME PROGRAM

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HUD [proposed critical changes](#) to the [HOME Investment Partnerships](#) (HOME) program to strengthen tenant protections for renters living in properties built using HOME funds. Under the proposed changes, HUD would require leases to include key tenant protections, similar to those outlined in the [National Tenants Bill of Rights](#) created by NLIHC, the National Housing Law Project, and the Tenant Union Federation.

NLIHC urges HUD to [further strengthen](#) and quickly implement the proposed tenant protections to help prevent housing instability and homelessness, redress long-standing racial and social inequities, and advance housing justice.

Proposed Renter Protections

The Right to Organize

Under HUD's proposed changes, tenants have the right to organize, create tenant associations, convene meetings, distribute literature, and post information. NLIHC urges HUD to add to the HOME regulations, the tenant organizing provisions codified as Section 245 for HUD's Multifamily program regulations and that are reflected in the requirements for the Rental Assistance Demonstration (RAD).

The Right to Freedom from Discrimination and Harassment

Tenants would be protected from retaliation by landlords under the proposed changes. The proposed changes ensure tenants can report inadequate conditions in their unit or property or request enforcement of lease protections without fear of retaliation. Landlords may not retaliate against a tenant by decreasing services (such as maintenance or trash removal), by interfering with the right to privacy, or by harassing household members or their guests.

The Right to a Habitable Home

Physical Condition: Landlords are required give tenants an estimate of the time needed for repairs to the property. If there is a life-threatening issue that cannot be repaired the day it is identified, a tenant must be promptly relocated – at no cost to the tenant – to housing that is in good condition or to suitable lodging until repairs are completed. If a landlord controls utilities, the landlord must provide tenants with uninterrupted utility service.

Access to Units and Common Areas: Landlords must provide tenants at least two days' notice before entering a unit for routine inspections or maintenance, for making repairs or improvements, or for showing the unit to prospective tenants. A landlord can enter without advance notice for emergencies. If a landlord enters when adults are not around, the landlord must provide a written statement explaining the reason. A household must have reasonable access to and use of all common areas.

Environmental, Health, and Safety Hazards: If a HOME participating jurisdiction (PJ) – the state or local entity that administers HOME funds – is aware of an environmental, health, or safety hazard affecting a project, unit, or tenants, the PJ must give the landlord and tenants a summary of the nature and scope of the hazard. If a landlord knows of such hazards, the landlord must contact the PJ. NLIHC urges HUD to strengthen this protection by requiring landlords to also notify tenants of any hazards.

The Right to Reasonable Rent and Costs

Landlords are barred from charging tenants for normal wear and tear to a unit or common areas. Security deposits must not be greater than two months' rent and must be promptly refunded upon termination of a lease. If a landlord makes deductions from a security deposit, the landlord must justify the deductions by providing a list of items charged and their cost. NLIHC urges HUD to ensure tenants can appeal to the PJ any disputed fees, the landlord's deductions from a security deposit, or a landlord's refusal to return a portion or the entirety of a security deposit.

The Right to Safeguards against Eviction

HUD proposes "good cause" eviction standards for renters living in HOME-financed rental homes. Landlords may not terminate a tenancy or refuse to renew a lease except for serious or repeated lease violations, violations of federal, state, or local law, or "other good cause," such as cases in which a tenant creates a "nuisance" under state or local law or refuses access to make repairs.

To establish good cause for violation of federal, state, or local law, there must be a record of conviction for a crime that has a direct bearing on a tenant's continued occupancy (such as a violation affecting the safety of others at the property). A landlord cannot use a record of arrest, parole or probation, or current indictment to establish a

violation of law. At least 60 days before terminating or refusing to renew a tenancy, a landlord must provide a tenant with a written notice to vacate specifying the reason.

A landlord may not force a tenant to end their tenancy by locking a tenant out or stopping utilities, by creating a hostile living environment, or by refusing to make a reasonable accommodation for a person who has a disability. A landlord may not terminate a tenancy or evict a tenant without starting a civil court proceeding at which the tenant may present a defense.

NLIHC urges HUD to strengthen these provisions by ensuring that “good cause” for eviction requires actual, substantial, and imminent threat to others’ health and safety to protect tenants from harmful evictions. NLIHC also encourages HUD to protect tenants from being evicted for merely creating a “nuisance.” Jurisdictions that have implemented Crime Free Nuisance Ordinances have allowed wrongful evictions for tenants for calling 9-1-1 for help related to domestic violence.

Other Rights

Notices: Before a landlord proposes to take an adverse action (such as charging for repairs), the landlord must provide a tenant with a written notice explaining the reason. NLIHC urges HUD to strengthen this provision by requiring landlords to provide two weeks’ notice and to allow tenants to appeal to the PJ any adverse action by the landlord.

Tenants must be notified five business days before a change in ownership, including through foreclosure, and there must be at least 30 days’ notice before a sale or foreclosure.

Contact Information: A lease must include one convenient method for a tenant to communicate directly with the landlord or property management, including in person, or by telephone, email, or web portal. A lease must also include contact information for the PJ.

For more information, contact NLIHC Senior Advisor
Ed Gramlich at: ed@nlihc.org