

## **Prevent Households from Making Unauthorized Alterations to Units**

To limit unauthorized alterations and keep approved alterations under control, adapt the following clause and add it to your lease. Be sure to show your attorney and ask HUD to approve it before including it in your lease.

### **RESTRICTIONS ON ALTERATIONS, ADDITIONS, OR IMPROVEMENTS TO THE PROPERTY**

- a. No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Owner in writing. The Owner agrees to provide reasonable accommodation to the disability of an otherwise eligible Tenant, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Owner is not required to provide accommodations that constitute a fundamental alteration to the Owner's program or which would pose a substantial financial and administrative hardship. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Owner must then allow the Tenant to make and pay for the modification in accordance with the Fair Housing Act.
- b. The Tenant shall make no alterations, additions or improvements to the unit, including but not limited to the painting thereof, the installation of screens or other enclosures, without the Owner's prior written consent.
- c. The Tenant shall not install any dish washing, clothes washing or drying machines, electric stoves, freezer, or garbage disposal unit or heating equipment, nor place in the apartment any water-filled furniture without written permission of the Owner.
- d. In the event such consent is given for alterations, additions, or improvements, all such alterations, additions, or improvements shall be made at the sole expense of the Tenant and shall become the property of the Owner, and shall remain in and be surrendered with the premises as a part thereof at the termination of this lease, without disturbance, molestation, or injury.
- e. In the event written permission is given by the Owner, households shall comply with all applicable local, state, and federal laws and regulations.
- f. Households are barred from allowing a mechanics' lien to be placed on the Property as a result of such work. The Tenant shall not contract for work to be done on the property without having funds sufficient to satisfy the contract price. If a mechanic's lien is placed on the property as a result of such work, this lien shall be satisfied by the Tenant within ten calendar days thereafter at the Tenant's sole expense. The Tenant shall be considered to be in breach of this lease upon the failure to satisfy such a lien within the time required under this section.
- g. If alterations or improvement work is carried out by independent contractors, said contractors must be approved in advance by the Owner.
- h. All work shall be done at such times and in such manner as the Owner may designate. All materials and work must meet quality standards set by the Owner.