

# Home and Community Based Services Participant-ALF Lease Addendum



Please reference the following sections in Title 42 of the Code of Federal Regulations for requirements pertaining to:

Acceptance of State payment as payment in full--[42 C.F.R. § 447.15](#)

Home and Community Based Settings--42 C.F.R. § 441.301(c)(4)(vi)(A)

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1. Facility/Landlord shall maintain the unit in a safe and sanitary condition fit for human habitation. The unit shall have operational electrical, heating and plumbing, with hot and cold running water.
  2. Facility/Landlord shall maintain the common areas in a sanitary and reasonably safe condition.
  3. If the Participant/Tenant is current on all payments required by the facility and has reasonable cause supported by evidence to believe the residential rental unit does not comply with the standards for health and safety, the Participant/Tenant shall advise the Facility/Landlord in writing of the condition and specify the remedial action the Participant/Tenant requests be taken by the Facility/Landlord. Within a reasonable time after receipt of this notice, the Facility/Landlord shall either commence action to correct the condition of the residential rental unit or notify the Participant/Tenant in writing that the Facility/Landlord disputes the Participant/Tenant's claim. The notices required by this subsection shall be served by certified mail or in the manner specified by [W.S. 1-21-1003](#). The Facility/Landlord shall not be required to correct or remedy any condition caused by the Participant/Tenant, the Participant/Tenant's family or the Participant/Tenant's guests or invitees by inappropriate use or misuse of the property during the rental term or any extension of it.
  4. If a reasonable time has elapsed after the Participant/Tenant has served written notice on the Facility/Landlord under [W.S. 1-21-1203](#) and the Facility/Landlord has failed to respond or to correct the condition described in the notice, the Participant/Tenant may cause a "notice to repair or correct condition" to be prepared and served on the Facility/Landlord by certified mail or in the manner specified by [W.S. 1-21-1003](#). This notice shall:
    - (i) Recite the previous notice served under [W.S. 1-21-1203\(b\)](#);
    - (ii) State the number of days that have elapsed since the notice was served and that under the circumstances the period of time constitutes the reasonable time allowed under [W.S. 1-21-1203\(b\)](#);
    - (iii) State the conditions included in the previous notice which have not been corrected;
    - (iv) Demand that the uncorrected conditions be corrected; and
    - (v) State that if the Facility/Landlord fails to commence reasonable corrective action within three (3) days he will seek redress in the courts.
  5. If the Facility/Landlord has not corrected or used due diligence to correct the conditions following notice, or if the Facility/Landlord has notified the Participant/Tenant that the claim is disputed, the Participant/Tenant may commence a civil action in circuit court. The court shall endorse on the summons the number of days within which the Facility/Landlord is required to appear and defend the action, which shall not be less than three (3) nor more than twenty (20)

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days from the date of service. Upon a showing of an unreasonable refusal to correct or the failure to use due diligence to correct a condition described in this article, the Participant/Tenant may be awarded costs, damages and affirmative relief as determined by the court. Damages awarded to the Participant/Tenant may include rent improperly retained or collected. Affirmative relief may include a declaration terminating the rental agreement, or an order directing the Facility/Landlord to make reasonable repairs.

6. If the court terminates the rental agreement, the Participant/Tenant is entitled to receive a refund of the balance of the rent and the deposit on the rental unit within thirty (30) days of the date the agreement is ordered terminated. The Participant/Tenant shall be required to vacate the unit no sooner than ten (10) days nor later than twenty (20) days after termination of the rental agreement by a court.
7. Participant/Tenant is entitled to all protections in Forcible Entry and Detainer (eviction) as outlined in [W.S. 1-21-1001 Et seq.](#) Should Facility/Landlord seek to force Participant/Tenant to vacate the premises, it shall be required to evict Participant/Tenant according to Wyoming Forcible Entry and Detainer law. Participant/Tenant shall have all of the defenses to eviction contained in Wyoming law.
8. The terms of this Lease shall control over any conflicting terms in any other agreement or document executed between the Participant and facility.

Participant/Tenant Printed Name: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Participant/Tenant Signature: \_\_\_\_\_ Date \_\_\_\_\_

POA/Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Facility Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Facility Name \_\_\_\_\_

Facility Address \_\_\_\_\_

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