

LEASE ADDENDUM FOR LIHTC PROPERTIES

Tenant Eligibility: Landlord does not discriminate on the basis of race, religion, gender, national origin, handicap, or familial status.

This property has received an allocation of Low-Income Housing Tax Credits (LIHTC) under section 42 of the Internal Revenue Code. The Landlord is responsible for compliance with the code. In order to accomplish this, Tenant agrees to immediately notify the Landlord of all changes in household composition and all changes in household student status. Further, Tenant agrees to complete annually or at any other such time requested by Landlord the Recertification Questionnaire disclosing current household composition, household student status and all household income and assets. Tenant agrees to cooperate fully during the recertification process signing all third party verifications and providing all requested names and addresses. Tenant agrees to respond promptly to recertification notices to ensure a timely completion of the process. Tenant understands that failure to comply within thirty (30) days of the initial recertification notice is considered material non-compliance with this lease and therefore grounds for termination of the lease and eviction.

Tenant understands and certifies that the household meets the following student criteria: If the occupant or if all the occupants of a unit are full-time students, the unit will not be considered a qualifying tax credit unit unless one of the full-time students is:

1. A single parent with children, none of which are declared as dependents on another Person's tax return.
2. Married and filing a joint federal tax return.
3. Receiving AFDC payments on behalf of minor children.
4. Enrolled in a job-training program receiving assistance under the Job Training Partnership Act or funded by a state or local government agency.
5. A former participant in the Foster Care Program.

Tenant certifies that the following information is complete and correct. List all members of the household:

Name:		Social Security #:		
Birth date:		Full-time Student:	Yes	No

Name:		Social Security #:		
Birth date:		Full-time Student:	Yes	No

Name:		Social Security #:		
Birth date:		Full-time Student:	Yes	No

Name:		Social Security #:		
Birth date:		Full-time Student:	Yes	No

Name:		Social Security #:		
Birth date:		Full-time Student:	Yes	No

Name:		Social Security #:		
Birth date:		Full-time Student:	Yes	No

For any persons to be added to the lease, they must fill out an application and meet the Landlord’s “Tenant Selection Criteria”. Any occupant deemed permanent by the Landlord that does not comply with this procedure or vacate promptly when determined ineligible or jeopardizes the household tax credit compliance is the responsibility of the Tenant and grounds for termination of the lease.

Tenant understands and agrees that the Landlord will verify in writing through a third party when necessary, the information provided on the application and recertification questionnaire in order to ensure IRC section 42 compliance. Failure of the Tenant to provide satisfactory, complete and accurate information will be considered material non-compliance with the lease. Misrepresentation of any information required to determine tenant eligibility will entitle Landlord to terminate this lease and pursue eviction.

The Tenant is permitted to have a guest(s) visit their household. However, the Landlord reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that the guest is an unauthorized household occupant. Such suspicion may arise whenever an adult person(s) is making reoccurring visits or one continuous visit 7 days and/or nights without prior notification to the Landlord. Should the Tenant or person in question not provide the requested information needed to confirm other domicile, or should the facts be sufficient to evidence domicile in the project, then the Landlord may consider such person(s) an unauthorized occupant and terminate the lease for material non-compliance.

Tenant understands and agrees to be bound by the above stipulations. Further, the Tenant agrees to take no action to jeopardize the Landlord’s tax credit compliance. Should it be determined that Tenant’s continued occupancy, for whatever reason, jeopardizes the Landlord’s tax credit compliance, the Tenant agrees to voluntarily after receipt of written notification from the Landlord, relocate to another dwelling and relinquish tenancy in their current unit. The Landlord will allow the Tenant sixty (60) days to accomplish this process.

TENANT

LANDLORD

Tenant

By: _____
(Agent for Landlord)

Tenant

Date