

# LEASE ADDENDUM: TAX CREDIT

Developments funded with LIHTC must complete addendum for all households at move-in.

Date: \_\_\_\_\_

Development Name: \_\_\_\_\_

Head of Household Name: \_\_\_\_\_

Unit No: \_\_\_\_\_

This lease addendum adds the following paragraphs to the lease between the tenant and landlord referred to above.

**Conflict with Other Provisions of the Lease.** In case of any conflict between the provisions of this addendum and other sections of the lease, or other lease addendums, the provisions of this addendum shall prevail, with the exception of the following:

- If a property is regulated by HUD and using the HUD model lease, the HUD model Lease shall prevail.
- If a property is regulated by USDA and using the lease mandated by RD, the RD lease shall prevail.
- If a property is subject to HUD HOME regulations, the HOME lease addendum shall prevail.

**Term of Lease.** Notwithstanding anything herein to the contrary, the initial lease term shall be for a period of not less than six months. In no event can the lease renewal term be less than 30 days. Conversion to or renewal for a month to month term meets the thirty-day requirement, the number of days in a given month notwithstanding.

**Nondiscrimination.** The landlord shall not discriminate against the tenant on the grounds of race, color, religion, sex, handicap, national origin or familial status.

**Termination of Tenancy or Nonrenewal of Lease.** Landlord may not terminate the tenancy or refuse to renew the lease or rental agreement of a tenant except for good cause, which includes, but is not limited to, tenant becoming ineligible for residency, as described below, serious or repeated violations of the material terms and conditions of the lease or house rules, or a violation of applicable federal, state or local law. To terminate the tenancy or refuse to renew the lease, landlord must take the following actions based on the gravity of the lease violation:

- Minor violations, not related to health, safety, criminal activity, actions by the tenant creating a hostile environment, damage to property, or Program eligibility caused by applicant misrepresentation, the landlord must first provide the tenant with written notice of the lease or house rules violation and provide the tenant with a reasonable period to cure of at least ten days. If the tenant fails to cure the violation, the landlord must provide written notice to the tenant of the violation with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least twenty days before the date of termination of tenancy, and must comply with all requirements of North Carolina law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by landlord.
- Serious violations related to nonpayment of rent, health, safety, criminal activity, actions by the tenant creating a hostile environment, damage to property, or Program eligibility caused by applicant misrepresentation, the landlord is not required to provide a reasonable period to cure, or an additional notice period, beyond what is required in Chapter 42 of the General Statutes of North Carolina.

**Reasonable Accommodation and Reasonable Modification.** In the event the tenant submits a request for reasonable accommodation or reasonable modification, the landlord will notify the tenant of approval or denial in writing within a reasonable timeframe. In the event of denial, the tenant must be afforded at least eight business days to challenge the decision, including responding by submitting additional information or verifications that support the request.

**Violence Against Women Act (VAWA).** Tenant acknowledges receipt of Notice of Occupancy Rights under the Violence Against Women Act, which enumerates Tenant rights and Landlord responsibilities related to VAWA. The landlord acknowledges responsibility to comply with the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Prohibited Lease Provisions.** Any provision of the lease which falls within the classifications below shall not apply and not be enforced by the landlord:

Confession of Judgment. Consent by the tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the lease.

Treatment of Property. Agreement by the tenant that the landlord may take or hold the tenant's property, or may sell such property without notice to the tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out, which may be disposed of in accordance with state law.

Excusing the Landlord from Responsibility. Agreement by the tenant not to hold the landlord or landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.

Waiver of Legal Notice. Agreement by the tenant that the landlord may institute a lawsuit without notice to the tenant.

Waiver of Court Proceedings for Eviction. Agreement by the tenant that the landlord may evict the tenant of household members (i) without instituting a civil court proceeding in which the family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.

Waiver of Jury Trial. Authorization to the landlord to waive the tenant's right to a trial by jury.

Waiver of Right to Appeal Court Decision. Authorization to the landlord to waive the tenant's right to appeal a court decision or waive the tenant's right to sue to prevent a judgment from being put into effect.

Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit. Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the landlord against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

**Agreement to Locate to an Appropriate Unit.** In the event the tenant occupies a unit with accessibility features and does not need those features, the tenant agrees, if requested by the landlord, to relocate to another comparable unit. The landlord will give the tenant 30 days written notice to accomplish the move. The cost of the move is the responsibility of the tenant, except during the initial lease term.

If the tenant receives Key rent assistance and occupies an inappropriately sized unit, the tenant agrees, if requested by the landlord, to relocate to an appropriately sized unit. The landlord will give the tenant 30 days written notice to accomplish the move. The cost of the move is the responsibility of the tenant, except during the initial lease term.

**Periodic Unit Inspections.** The landlord has the right to periodically inspect the unit and permit representative(s) of any entity with a regulatory interest in the property to periodically inspect the unit. Tenant will receive at least 48 hours' written notice for housekeeping and regulatory agency inspections. The landlord has the right to enter the unit with less than 48 hours' notice for tenant requested, or routine preventative maintenance. No notice is required for emergency repairs, or inspections needed as a result of a natural disaster, or casualty event or loss potentially impacting some portion of the greater property, or to inspect the unit if the landlord has reason to believe the tenant is damaging the unit, or to allow first responders access to the unit.

**Eligibility.** The landlord has the right to recertify the tenant's eligibility, including household composition, income and assets, and student status, on a periodic basis to verify tenant's continuing eligibility to reside in the unit.

Tenant understands that eligibility to occupy a low-income unit may terminate if all members of the household become full-time students and the household does not meet any of the exceptions described in Section 42 of the Internal Revenue Code. In the event that Tenant's household becomes an ineligible student household, Landlord may, at its sole discretion, refuse to renew Tenant's lease.

The tenant understands and agrees that the landlord will verify in writing, through a third party when necessary, the information provided on the recertification questionnaire in order to ensure and document eligibility compliance.

The tenant agrees to complete at any time when requested by landlord, the recertification questionnaire disclosing current household composition, household student status and all household income and assets. Further, the tenant agrees to promptly notify the landlord of all changes in household composition, income and assets, and changes in household student status.

Tenant agrees to cooperate fully during the recertification process, signing all third-party verifications and providing all requested documentation and information. Tenant agrees to respond promptly to recertification notices. Tenant understands that failure to cooperate in the recertification process, including failure to reply timely, omitting material information, or providing materially false, inaccurate or incomplete information, is considered material noncompliance with this lease, a serious lease violation, and therefore grounds for termination of the lease and eviction.

The tenant(s) and landlord understand and agree to be bound by the above stipulations.

**TENANT SIGNATURES:**

_____ Head of Household Printed Name	_____ Signature	_____ Date
_____ Co-Head/Other Adult Printed Name	_____ Signature	_____ Date
_____ Other Adult Printed Name	_____ Signature	_____ Date
_____ Other Adult Printed Name	_____ Signature	_____ Date

**LANDLORD SIGNATURES:**

_____ Landlord Representative Printed Name	_____ Signature	_____ Date
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