



LIHTC / BOND / AHDP / HOME / HTF
Affordable Housing Programs

Special Provisions

Applicant / Resident: _____

Apartment #: _____

Adjusting Rental Rates : Resident acknowledges that the Rent is determined based upon the median income of the MSA as determined by HUD on an annual basis. Allowable rents are published annually by HUD, usually during the 1st quarter of each year. Upon promulgation of annual allowable rents, Landlord will provide notice to tenant of any change in the Rent under this Lease Agreement. Such notice shall be at least 35 days in advance of the next rental due date. Notwithstanding anything to the contrary, Landlord agrees that any such increase will not exceed \$50.00 per month.

Annual Certification / Occupancy Based on Eligibility: Resident agrees that 90 days prior to the Expiration, Resident will submit to Landlord all documentation required by Landlord necessary to insure that Resident remains a Qualified Household. In the event that Resident fails to deliver such information or Landlord determines (whether in connection with a renewal or otherwise) that Resident is no longer a Qualified Household under the program, Resident agrees to vacate premises upon the earlier of the Expiration or upon 30 days written notice from Landlord of non-qualifying status.

Resident understands that the Annual Certification may reveal that his or her household ceases to qualify for the “occupancy restriction” that he or she initially qualified for and when another household is found that can qualify to replace this “occupancy restriction,” rent will be increased to the limit established by the minimum set aside, subject to applicable HTC requirements. Landlord will provide notice to tenant of any change in the Rent under this Lease Agreement. Such notice shall be at least 35 days in advance of the next rental due date.

Program Eligibility / Full-Time Students / Changes in Student Status: Resident acknowledges that the Apartment Community listed above is operated pursuant to the rules and regulations of the Affordable Housing Program (the "Program"). The program provides for specific qualification restrictions with respect to occupancy of Program units by full-time students. Resident acknowledges that qualification to remain as a resident is at all times dependent upon the household meeting all student status requirements. Should Resident fail to meet all student status requirements, Resident will be deemed an unqualified resident and will be subject to immediate eviction. Resident agrees to notify Landlord immediately of any change in student status by any member of the household.

Misrepresentation / Falsification: Household collectively acknowledges that any misrepresentation or falsification of this certification by any individual occupant will be considered a material breach of the lease agreement. If at any time the household becomes ineligible for occupancy under the Affordable Housing Program guidelines, the lease will be terminated prior to the end of the lease term, by giving a 30 day written notice to vacate and stating the reason for the lease termination.

Utility Allowance: You agree that the rent is based on the maximum gross rent calculated in accordance with IRS regulations, less the applicable utility allowance. The utility allowance for the Unit may change during the Lease term. Since the maximum LIHTC charge is tenant rent plus the utility allowance, if the allowance increases the rent would decrease. If the utility allowance decreases during the Lease term, the Landlord may, at its sole discretion, increase the rent by the amount of the utility allowance decrease. Any such rent increase will be made in accordance with all applicable state and local laws. Landlord will notify you in writing at least 35 days in advance of any such increase or decrease. In addition, the Landlord may, at its sole discretion, verify the accuracy of these utility allowances. By signing this addendum, you are giving the Landlord permission to request from your utility provider the average utility usage of your apartment.

Administrative Errors: If administrative errors made by management are discovered, which cause a resident occupying a tax credit unit to be ineligible, management may ask the resident to vacate the unit. Resident agrees to vacate the unit in a reasonable amount of time not to exceed 30 days.

Each Occupant of the household has provided true and correct list of all people who reside within the apartment, their student status and anticipated income.

Resident Signatures:

Owner’s Representative Signature:

Date: _____