



# TAX CREDIT HOUSING ADDENDUM

UNIT NUMBER \_\_\_\_\_

THIS AGREEMENT IS BETWEEN \_\_\_\_\_ LANDLORD;

AND \_\_\_\_\_  
\_\_\_\_\_ RESIDENT(S)

This agreement will be in effect for the duration of the Resident's occupancy in the above Tax Credit Housing Development.

1. The Resident(s) listed above live in a unit operated under Section 42 of the Internal Revenue Code, a Tax Credit Housing Program. As required under this program, the above resident(s) hereby agree to the following:

To provide the required information on household composition, student status, assets, and income for all household members and hereby authorizes release of such information from third party sources. A copy of this agreement may be used by Landlord as authorization for release of information from all appropriate governmental agencies, present and future employers, and all other appropriate third party sources. The information from Resident(s) is required:

- a. Prior to initial move-in to determine and certify eligibility.
- b. Every year, at least 45 days prior to anniversary date, from the last certification date.
- c. At any time during tenancy if the number of residents in the household should change, or if all members of the household become full time students. (The resident is required to report such changes).

2. The Resident(s) understand that if the number of household members should increase or decrease so that household size is in conflict with occupancy criteria established for this apartment complex, the household will be required to move to the appropriate size unit within 30 days of such unit being available or will be required to move from the complex. If there is no appropriate size unit at the complex, resident(s) will be required to move.

3. The Resident(s) agree that should it be determined at a future date that the rent charged exceeds the tax credit maximum limits, any such overpayment shall be considered a loan from said Resident(s) and shall be repaid by the Landlord without interest.

4. The Resident(s) understand that if living in a Tax Credit Housing Development which had tax credits allocated in 1989 or earlier, if the household size increases or decreases during the duration of residents occupancy, the rental rate will be adjusted at the time of the household change (which may not be at the end of the lease period).

5. The Resident(s) further understand that if at any time the household is composed solely of full-time students and the household does not meet the provisions set forth in IRC Sec. 42(l)(3)(d), the household will no longer be eligible for the Tax Credit Housing Program and will be required to move from the complex.

6. If the building has less than 100% of its units subject to the provisions of IRC Sec. 42, Resident(s) understand that if their annual income rises above the 140% of the current year's Certification income limit, or if the entire household is composed of full-time students the household will no longer be eligible for the Tax Credit Housing Program.

They will either be converted to a market rate unit when one becomes available in their building or will be required to move from the complex.

7. By signing this agreement, the Resident(s) authorize Landlord to obtain from the utility providers copies of all past utility bills for the above listed unit.

8. The Resident(s) understand that failure to comply with the above provisions or deliberate submission of false information will be considered a violation of the lease agreement and will result in the termination of the lease agreement and/or termination from the Tax Credit Housing Program.

9. The early termination provisions appearing in the "Tenancy" section on page 1 of the Rental Agreement and in section 4 on page 2 of the Rental Agreement do not apply and are deemed stricken from the Rental Agreement.

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE PROVISIONS.

X \_\_\_\_\_ DATE

X \_\_\_\_\_ DATE

X \_\_\_\_\_ DATE

X \_\_\_\_\_ DATE