

## AFFORDABLE HOUSING PROGRAM (AHP) LEASE ADDENDUM

**Resident Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Lease Date:** \_\_\_\_\_

The Property in which you are leasing received funding from the Affordable Housing Program. This program is designed to provide housing to low income individuals and families.

This addendum will be in effect for the duration of your occupancy.

By signing this Agreement, you and all adult household members acknowledge that you have read, understand and agree to the following provisions:

1. **Affordable Housing Program.** The Unit must comply with the Affordable Housing Program. Resident's rights under the Lease are subject to Program requirements.
2. **Unit Occupancy.** Only the residents named on the Lease are permitted to occupy the unit.
3. **Income Certification.** Resident has executed an Income Certification Form prior to moving into the Unit, and Resident shall complete and execute further Income Certification Forms at Management's request not less than annually hereafter. Upon Management's request, Resident shall certify Resident's household income and/or assets to Management or any governmental or quasi-governmental agency in a manner satisfactory to Management.
4. **Recertified Income.** Resident acknowledges that the annual recertification of Resident's household income must meet the limitations imposed by the Program. **(Resident's initials)** \_\_\_\_\_
5. **Information Supplied.** Resident certifies that the information supplied by Resident to determine Resident's qualifications to rent the Unit, including Resident's Application and Income Certification, is accurate, complete, and true in all respects. Submission of inaccurate, incomplete, or false information at any time is a breach of lease for which Resident can be evicted.
6. **Increased Income.** If, upon annual recertification, Resident's household income exceeds 140% of the applicable Program limit, Management may meet with Resident to review the status of the household's qualification under the Program. If the household no longer qualifies, Management may terminate Resident's lease.
7. **Certain Changes.** Resident shall notify Management immediately in writing if Resident's household size changes, anyone in Resident's household becomes a full-time student, or Resident begins to receive HUD assistance. Management may immediately terminate this Lease if Resident's student status disqualifies the Unit under the Program. Management may adjust Resident's rent and/or utility allowance if Resident begins to receive HUD assistance. **(Resident's initials)** \_\_\_\_\_
8. **Student Eligibility.** AHP adopted the Section 8 Housing Choice Voucher program restrictions on student participation found at 24 CFR 5.612 and excludes any individual that:



1. Is enrolled in a higher education institution;

AND

2. Is under the age of 24; and

3. Is not a veteran of the US Military; and

4. Is not married\*; and

5. Does not have a dependent child(ren); and

6. Is not a person with disabilities; and

7. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income

\* Effective August 1, 2013 same-sex marriages are recognized as marriages for student eligibility purposes.

**ALL RESIDENTS MUST IMMEDIATELY REPORT TO MANAGEMENT ANY CHANGE IN STUDENT STATUS. (Resident's initials) \_\_\_\_\_**

9. **Cooperation with Management.** Resident shall cooperate with Management so that Management complies with the Program. Resident will timely respond to Management requests related to Program documents, verifications, and certifications. This includes but is not limited to timely attending meetings, signing verifications, and providing requested information. Resident agrees to sign a new lease upon the completion of annual certifications, if requested or required by Management.

10. **Termination/Non-Renewal.** Management may terminate or refuse to renew the Lease or file an eviction action for the following reasons:

- Serious or repeated violation of the Lease. This includes but is not limited to Resident's violation of this Agreement. **(Resident's initials) \_\_\_\_\_**
- Violation of applicable federal, state, or local law. **(Resident's initials) \_\_\_\_\_**
- Refusal/Failure to complete paperwork required by the Program. **(Resident's initials) \_\_\_\_\_**
- Other good cause, including if Resident's continued occupancy of the Unit violates Program requirements. **(Resident's initials) \_\_\_\_\_**

I have read and agree to the provisions above and understand that failure to comply with these provisions constitutes material non-compliance with this lease and establishes good cause for termination, nonrenewal of the lease, or eviction action.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management's Signature

\_\_\_\_\_  
Date

