

PENNSYLVANIA
Low Income Housing Tax Credit Program
Lease Addendum

This **Lease Addendum** sets forth certain mandatory requirements applicable to the Lease between Landlord and Tenant and shall be part of the Lease. **To the extent of any inconsistency with any of the provisions of the attached Lease, the terms of this Lease Addendum shall control.**

The property participates in federally funded program(s) which mandate certain requirements be applicable to this Lease, including, without limitation:

- 1. No termination of the tenancy, or nonrenewal of lease, by Landlord except for "Good Cause" - defined as serious and repeated violations of the material terms of the Lease by the Tenant.**
- 2. Domestic Violence, Dating Violence, Stalking, and Sexual Assault.**
 - a. **Protections of the Violence Against Women Act, as amended from time to time.** The Landlord must ensure that notice of occupancy rights set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382 is provided to the Tenant or any applicant at the following times: (1) to the applicant for a LIHTC unit at the time the applicant is admitted to a LIHTC unit, (2) at the time an applicant is denied admission to a LIHTC unit based on the Landlord's tenant selection policies and criteria, and (3) to a tenant with any notification of eviction. **HUD Form 5380** Notice of Occupancy Rights under VAWA and **HUD Form 5382** (Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation) are attached hereto and incorporated herein as part of the lease addendum.
 - b. **PHFA Emergency Transfer Plan.** PHFA has developed, and may amend from time to time, an emergency transfer plan for tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. Owner must comply with the PHFA Emergency Transfer Plan, post it at the property, and attach it to the lease agreement.
 - c. **Good Cause.** Experience as or criminal activity directly related to a person's status as a victim of domestic violence, dating violence, sexual assault, and stalking does not constitute good cause for eviction under the terms of the lease (if other occupancy rules are met)
- 3. Protections of the Fair Housing Act, as amended from time to time. A tenant with a qualified disability may request a reasonable accommodation in rules, policies, practices, or services, when such accommodations may be necessary to afford such the tenant or a member of tenant's household an equal opportunity to use and enjoy the property.**
- 4. No discrimination against households with Section 8 program vouchers or certificates.**
- 5. Landlord shall not increase gross rents above maximum allowable program rents.**

A copy of this addendum shall be attached to the Notice to Quit. Each party shall bear its own costs and attorney fees in the event that any action, suit or other proceeding is instituted concerning or arising out of the Lease.

Tenant agrees to participate and cooperate with the annual income recertification process and to cooperate with reasonable monitoring and physical inspections by management and necessary third parties. In the event Tenant occupies a unit which has accessibility features not needed by the Tenant, Tenant agrees that Landlord may require Tenant to relocate to another non-accessible comparable unit (upon reasonable notice) to accommodate a household needing the accessible unit.

Tenant agrees to provide information to the Owner/Landlord regarding household composition, student status, income, agrees to participate in collection of information regarding consumption of energy and utilities and authorizes release of information by third party providers to the Owner/Landlord for these efforts and agrees to allow reasonable physical inspection of the unit.

NOTICE TO TENANT: If you receive a notice of eviction or non-renewal of lease, you have the right to contest the eviction in court by explaining to a judge why you disagree with the reason for the termination (or not renewing) your lease. You may be eligible for free or low-cost legal assistance from a Pennsylvania Legal Aid Network, Inc. program. Please visit <http://bit.ly/PLAN-LIHTC-Help> for the list of providers.

This **Lease Addendum** has been signed and dated by the Tenant and by an authorized agent of Landlord (such as a Management Agent) below.

TENANT(S)

DATED: _____

LANDLORD

DATED: _____