



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**



**RENTAL INCLUSIONARY UNIT LEASE RIDER**

Tenant is leasing the residential unit referenced in the attached lease agreement, which is located within a building that is subject to the Inclusionary Zoning Implementation Amendment Act of 2006 (codified in D.C. Official Code §§ 6-1041.01 et seq.), as amended, the regulations promulgated in 14 D.C. Municipal Regulations § 2200 et seq. (2017), as amended, and that certain Inclusionary Development Covenant recorded against the building (collectively the Inclusionary Zoning Program).

The lease agreement is hereby supplemented and amended by the provisions contained in this Lease Rider, which supersede any contrary provisions of the main text of the lease agreement.

**1. Rental Inclusionary Unit**

Tenant acknowledges that they will be occupying a residential unit (the Unit) that is subject to provisions and conditions set forth in the Inclusionary Zoning Program.

**2. Eligibility**

Eligibility for the Unit is based upon information supplied by Tenant in connection with their Household's Declaration of Eligibility and Certification of Income, Affordability and Housing Size, as required by the Inclusionary Zoning Program, and on forms promulgated, prescribed or approved by the District of Columbia Department of Housing and Community Development (DHCD).

Tenant shall not make intentional misrepresentations to DHCD or the Certifying Entity that provides the Certification of Income, Affordability and Household Size.

By execution of this Lease Rider, Tenant certifies that they provided to Landlord a Declaration of Eligibility and Certification of Income, Affordability and Housing Size and all eligibility information provided by Tenant is true and correct.

The Unit shall be the principal residence of Tenant and all members of their household, including members under the age of eighteen (18) years old.

**3. Renewal and Recertification**

Tenant shall, no later than sixty (60) days before the anniversary of the first day of the lease term, submit to the Landlord: (a) a statement as to whether the Tenant intends to renew the lease agreement, and (b) if Tenant intends to renew the lease agreement, (i) a certification that Tenant's household continues to occupy the Unit as its principal residence, (ii) the names and ages of each person residing in the Unit, (iii) Declaration of Eligibility form(s) and (iv) a Certification of Income, Affordability and Housing Size. Landlord may, in Landlord's discretion, extend the sixty (60) day deadline for Tenant's submissions, provided that the deadline shall not be extended beyond the last day of the lease term. Tenant shall not have their lease renewed unless they provided the Landlord with these documents prior to the end of the lease term.

The Tenant's maximum household income upon renewal may be up to one hundred forty percent (140%) of the higher of the then-current maximum household income or the maximum household income at the time of initial lease execution. If, upon renewal, the Tenant's income is less than the current minimum household income or the minimum household income at the time of initial lease execution, the Tenant shall be allowed to renew the lease.

**4. Violations of Lease Agreement or Lease Rider**

If a Tenant is in violation of the lease agreement or this Lease Rider, the Landlord may provide to the Tenant a notice to vacate in accordance with D.C. Official Code § 42-3505.01. If a notice to vacate is provided, the Landlord may permit the Tenant to continue to occupy the Unit at the current rent for no more than six (6) months after the Landlord provides to the Tenant a notice to vacate. Acceptance of rent during this period will not constitute a waiver of the violation of the lease or any other obligation of tenancy or void the notice to vacate.

Any intentional misrepresentation, falsification, or failure to report any facts which are necessary to determine initial or continued eligibility and/or sustainability of the Inclusionary Unit by the Tenant shall result in an automatic termination of the lease agreement.

**5. Lease Term**

The initial lease term shall be no less than one (1) year unless terminated earlier in accordance with the terms of the lease agreement or this Lease Rider. Subsequent lease terms may be less than one (1) year, but rent shall be no greater than the maximum rent in effect based on the current Inclusionary Zoning Rent and Purchase Price Schedule, at the time of execution of the lease renewal or new lease agreement. DHCD encourages the Tenant and Landlord to sign a new lease and lease rider at the beginning of each new lease term.

**6. Affordable Monthly Rent**

Tenant shall pay the monthly rent as calculated by Landlord in accordance with the Inclusionary Zoning Program. Tenant's monthly rent shall be no greater than the maximum rent in effect based on the current Inclusionary Zoning Rent and Purchase Price Schedule, at the time of execution of the lease renewal or new lease agreement. Based on the current Inclusionary Zoning rent schedule in effect, rent may increase or decrease at the time of lease renewal.

**7. Assignment/Sub-Lease**

Tenant shall not authorize any person to occupy the Unit other than the persons identified in the lease agreement or permit any boarders or lodgers. Tenant shall not assign the lease agreement or sub-lease the Unit. The temporary lease of all or part of the Unit is also prohibited, including using a service such as AirBnB.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date