## District of Columbia Department of Housing & Community Development LOW INCOME HOUSING TAX CREDIT (LIHTC) PROGRAM Lease Addendum

- 1. **LIHTC**: The Tenant acknowledges that the leased premises are a part of an apartment community presently qualifying for Low-Income Housing Tax Credits (LIHTC) under Section 42 of the Internal Revenue Code.
- 2. **ELIGIBILITY**: All applicants and current tenants must remain, LIHTC eligible. Eligibility is based upon the Income Certification executed at initial occupancy and on at least an annual basis thereafter or when requested by Landlord.
- 3. **INCOME CERTIFICATION/RECERTIFICATION**: Tenant agrees to provide all information pertaining to household composition, student status, income and assets for all households members and to authorize release of information from third party sources, as well as how to contact such sources, promptly when requested by Landlord for each occupant to the Premises and sign a Tenant Income Certification (TIC) form annually. Failure to provide all information and sign the Tenant Income Certification (TIC) when requested by Landlord will result in voluntary termination of the Lease by the Tenant. Further, upon failure to comply, Landlord reserves the right to charge the maximum allowable rent for the premises, as that amount may be determined from time to time, until such time the Tenant complies with the request or vacates the premises.
- 4. **INELIGIBLE STATUS**: Based upon the current Income Certification, should the Tenant be ineligible under the LIHTC guidelines, Tenant agrees to vacate the Premises within 30 days of receipt of notification of ineligible status.
- 5. **STUDENT STATUS**: Tenant agrees that, at any time during the occupancy of the Premises, if all occupants of the Premises become full-time students (as defined by the educational institution being attended), Tenant places the Building in violation of Section 42 of the Internal Revenue Code and must notify Landlord and vacate Premises within 30 days of all occupants becoming full-time students. Tenant certifies that all occupants of the premises **are not** full-time students, nor does Tenant anticipate all occupants to enroll as full-time students in the next twelve (12) months. Tenant further agrees to notify Landlord immediately if all occupants become full-time students at any time during their residency.
- 6. **UNIT TRANSFERS**: Tenant understands that Landlord has sole discretion in approving or denying any requests for unit transfers; however, any such approved transfer will be treated as a new move-in, requiring a new application, Lease, Income Certification, and all related documents. Tenant agrees to cooperate with Landlord by providing all information and completing the required documentation. If tenant fails to cooperate, Landlord may rescind its approval of the transfer. Tenant further understands that Landlord will deny any request for transfer that may lead to non-compliance with the Tax Credit Program.

Tenant's Signature	Date	Tenant's Signature	Date
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Owner/Management Agent	 Date		