

**LOW INCOME HOUSING TAX CREDIT LEASE RIDER
(to be attached to resident lease)**

Property Name: _____ Unit # _____
Household Name: _____

Dear Resident or Applicant:

The owner(s) of this property rents residential units under the federal Low-Income Housing Tax Credit Program (the "program") administered by the California Tax Credit Allocation Committee (TCAC). Under the program, the owner has agreed to rent some or all of the units in the property to low-income households and restrict the rents for those units. Another protection provided by federal law is that Low Income Tenants may not be evicted without good cause. The following Lease Rider is an important part of ensuring your rights to good cause for eviction.

The Lease or Rental Agreement dated _____ is hereby amended by adding the following provision:

Lease Rider: Good Cause for Eviction

Owner may not terminate the tenancy the Lease or rental agreement of a Low Income Tenant except for good cause, including a serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State, or local law. To terminate the tenancy the Lease, Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least three days before the termination of tenancy, and must comply with all requirements of California law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Owner.

To the extent that any terms contained in the Lease or rental agreement, or any other agreement between the owner and the tenant, contradict the terms of this Rider, the provisions of this Rider shall control.

By signing below, I indicate my consent to this Lease Rider:

Property Representative Name (print)	(signature)	Date
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By signing below, I indicate my consent to this Lease Rider. I/we have been given a copy of this Lease Rider.

Resident or Applicant Name (print)	(signature)	Date
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Resident or Applicant Name (print)	(signature)	Date
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Resident or Applicant Name (print)	(signature)	Date
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Resident or Applicant Name (print)	(signature)	Date
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NOTICE – GOOD CAUSE EVICTION PROTECTION

As a resident in a “Housing Tax Credit Program” rental unit, you have a right to continue living in your rental unit unless you do something that gives your landlord “good cause” to evict you. This notice provides basic information about your rights.

Why are you being notified of your right against eviction without “good cause”?

The federal law that created the Housing Credit Program requires this protection. The California Tax Credit Allocation Committee requires your landlord to notify you and amend your lease. You and your landlord must also sign the “Lease Rider” to make this important resident protection part of your lease. This “Lease Rider” has already been signed by your landlord and should be attached to this notice for your signature.

What is “good cause” for your landlord to evict or to terminate your tenancy?

There is no specific list of “good causes” to evict residents. Rather, this matter has been left to the courts to decide and define. However, your landlord would have “good cause” if you commit a serious or repeated violation of the significant terms of your lease. Some examples of what might be considered good cause are failure to pay rent on time, failure to cooperate with legal recertification requirements, and engaging in illegal activity on the premises.

What if your lease does not yet include protection against being evicted without “good cause”?

Even if your lease does not state this protection, you have the right NOT to be evicted without “good cause.” To strengthen this protection, you should immediately sign and return the “Lease Rider.”

What procedures must the landlord follow to evict me?

Before you can be evicted, your landlord must give you a **written notice** of the reasons – the “good cause” – that is specific enough for you to present a defense if you wish. You do not have to move out after the notice if you believe there is no good cause. Whether you agree or disagree with the notice, you should never ignore it. If you choose to stay and contest the eviction, the landlord must file and serve you with a court action, called an “unlawful detainer”. This court action must be based on the same good cause stated in the notice. You have the right to show why there is not good cause at a hearing in court. The judge will then decide whether the landlord has shown good cause. You only have to leave the premises if the court orders you to do so.

IMPORTANT! If you receive an eviction notice or court papers, you should contact an attorney immediately for legal advice.

Who should you contact if you have more questions?

Please contact your resident manager, local legal services office, local housing rights organization, or a private attorney.