

LIHTC Addendum

This form is not to be used at LIHTC projects that are federally subsidized (i.e. any project-based rental assistance, Section 8, or Rural Development 515). This form is to be used for all other LIHTC tenants including Housing Choice Voucher participants who reside at LIHTC properties.

OHFA Project Name: _____

OHFA Project Number: _____

Tenant Name: _____

Address (“Premises”): _____

The undersigned agree(s) that this Addendum is incorporated herein and made a part of that certain Lease dated _____ by and between the undersigned by reference hereof, and that it shall be renewed and shall expire only in accordance with the terms and conditions of said Lease.

1. The Premises participates in the federal Low Income Housing Tax Credit Program. This means the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, are applicable to this Lease including, without limitation:

- a. No termination or nonrenewal of the tenancy by Landlord/Owner except for “Good Cause” – defined as serious or repeated violations of the Lease by the Tenant**
- b. Protections of the Violence Against Women Act, as amended from time to time**
- c. Protections of the Fair Housing Act and Ohio Fair Housing Law, as amended from time to time**

2. The Resident must live in the Premises and the Premises must be the Resident's only place of residence. The Resident shall use the Premises only as a private dwelling for himself/herself and the individuals listed on the Lease. The Resident agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Resident agrees not to sublet or assign the Premises, or any part of the Premises. Resident shall not permit any roomer or boarder occupancy of any portion of the Premises. Any failure by Resident to comply with the obligations in this paragraph is a material breach of this Lease.

3. A household is ineligible to participate in the LIHTC Program if all members of the household are full-time students, unless: (i) Receiving assistance under Title IV of the Social Security Act – (e.g.TANF); (ii) Previously under the care and placement of a local children services agency i.e. foster care (iii)Enrolled in a government-sponsored job training program; (iv) Married and eligible to file a joint income tax return; or (v) A single parent household with at least one dependent child. The parent is not the dependent of another individual and the child is only a dependent of the resident or the other, non-resident parent. If at any time Resident’s household

is ineligible to participate in the LIHTC Program by virtue of this prohibition on full-time students, it will constitute good cause to terminate this Agreement. Resident shall notify Landlord immediately of any change in student status of any member of Resident's household.

4. Annually, no more than one hundred twenty (120) days before the anniversary date of Resident(s)' certification date, the Landlord may request the Resident(s) to report the income (including a copy of the most recently filed federal income tax return) and composition of the Resident(s)' currently existing household and to supply any other information required or requested by the Landlord. The Landlord shall provide the Resident(s) a reasonable amount of time to supply the requested information. If the Resident(s) does/do not submit the required information by the date specified in the Landlord's request, such failure shall constitute good cause and the Landlord may terminate this Lease and the Resident(s) must vacate the Premises. Any failure by Resident(s) to comply with the obligations in this paragraph is a material breach of this Lease.

5. Each Resident hereby agrees and acknowledges that the total rent established for the Premises is predicated on both (i) the current median income adjusted for family size as established by the U.S. Department of Housing and Urban Development and (ii) a utility allowance established in accordance with the Ohio Housing Finance Agency's Utility Allowance Policy. Unless the Resident either has a Housing Choice Voucher or is residing in the Premises by means of a federal rent subsidy program (e.g. Section 8) the Resident(s)' rent is not based on the Resident(s)' specific annual income.

6. Each Resident(s) agrees to cooperate with all reasonable inspections of the Premises conducted in accordance with the applicable Ohio landlord- tenant law and any applicable federal housing program requirements.

7. In case of any conflict between the provisions of the tenancy addendum, and any other provisions of the lease or any other agreement between the landlord and the tenant, the requirements of the LIHTC tenancy addendum shall control.

8. All other terms and conditions of said Lease are hereby confirmed and ratified herein.

Head of Household

Date

Co-Head of Household/Spouse

Date

Landlord:

Signature of Agent for Owner

Title

Name (type or print)

Date