

**RUSSELL SQUARE APARTMENTS  
TAX CREDIT (Section 42) LEASE ADDENDUM**

Tenant: \_\_\_\_\_

Address: \_\_\_\_\_

Lease Date: \_\_\_\_\_

The unit you are leasing is operated under the Federal Tax Credit Housing Program. This program is designed to provide housing to moderate income individuals and families.

This addendum will be in effect for the duration of your occupancy in Russell Square Apartments. By signing this Agreement, you and all adult household members acknowledge that you have read, understand and agree to the following provisions:

1. **Tax Credit Program Compliance:** Tenant agrees to cooperate with all Owner requirements related to compliance with the Tax Credit Program. Owner shall have the right to immediately terminate Tenant's Lease if any of the circumstances surrounding Tenant's occupancy, including but not limited to changes in income or assets, student status, household size, or federal rent subsidy, create the potential for Owner's failure to comply with any Section 42 requirements.
2. **Household Members:** Only the following household members are permitted to occupy the unit. Owner shall be notified immediately if changes to the household will occur. Occupancy by additional household members is subject to review and written approval by Owner and subject to eligibility requirements of the Program.


3. **Certification of Eligibility:** No less than one time per year, Owner reserves the right to update records regarding the continued eligibility of Tenant's household for occupancy at Russell Square Apartments. All tenants must provide the required information, by the date specified in Owner's request, on household composition, student status, and income for all household members, and authorize release of such information to third-party sources for verification. The information is required:
  - a. Prior to initial move-in to determine and certify eligibility for the Tax Credit Program.
  - b. Every year no later than 30 days prior to the annual anniversary date of Tenant's last certification date.
  - c. At any time during tenancy if a change occurs in the size of Tenant's household, household income/assets or student status. **Tenant agrees to report such changes to Owner promptly upon their occurrence.**

4. **Changes to Agreement/Occupancy:** Tenant shall notify Owner immediately in writing if Tenant's household size changes, household income increases, any household member becomes

a full-time student, has a need for a live-in care attendant, or begins to receive HUD assistance. **Tenant further acknowledges and agrees that if Tenant or any other adult occupant of the unit becomes a full-time student, Tenant may become ineligible for residence in the Russell Square Apartments, and Tenant's lease may be immediately terminated.** If the number of household members should increase or decrease so that the household size is in conflict with the occupancy criteria established for Russell Square Apartments, Owner may elect to immediately terminate this Agreement or if an appropriate size unit is available, require Tenant to move to such unit subject to any additional program regulations which may apply in the situation.

5. **Increase in Household Income:** Once approve for a rent restricted apartment, Tenant may continue to live in the unit even if income rises above the income limitations that apply to the project. However, if income rises above 140% of the income limitation, Owner may elect to terminate the Lease upon 30 days written notice to the Tenant, or transfer Tenant to a market rate unit within the project, if one is available. Transfer to a market rate unit may increase the amount of Tenant's rent.
6. **Information Supplied:** Tenant hereby certifies that the information supplied to Owner that has been used in determining Tenant's qualifications to rent the unit, including but not limited to Tenant's application, income certification, and recertification, is accurate and complete in all respects. Any intentional misstatement of qualifications or information shall constitute a material breach of the Lease and shall give owner the option of immediately terminating this Lease. Cases involving intentional misrepresentation may be referred to law enforcement authorities for criminal prosecution.
7. **Unit Transfer:** If Tenant requests an apartment transfer, and Owner agrees to such transfer, Tenant must complete the certification process at the time of the request. All income, asset, and other eligibility requirements will need to be verified. All paperwork must be completed, appropriate paperwork signed and approval granted prior to the transfer taking place.

I have read, understand and agree to the above provisions:

\_\_\_\_\_

Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Agent for Russell Square Housing Limited Partnership

\_\_\_\_\_

Date