

**SHOPS AND LOFTS AT 47 PHASE I  
DRAFT RESIDENTIAL LEASE AGREEMENT**

**LEASE ADDENDUM FOR OCCUPANTS OF  
LOW INCOME HOUSING TAX CREDIT UNITS**

**1. Agreement to the Terms of the Lease Addendum**

The Tenant acknowledges that the Unit is a qualified low income unit within the meaning of Section 42 of the Internal Revenue Code of 1986, as may be amended from time to time (“Section 42”). Tenant and the Lessor agree that the Tenant’s Lease for the Unit is subject to the provisions of Section 42, and the additional terms and conditions of the Lease Addendum for Occupants of Low Income Housing Tax Credit Units. The terms and conditions of the Lease Addendum are made part of the Lease.

**2. Permitted Occupants**

a) The Tenant agrees that only those persons listed below are authorized to reside in the Unit as members of the Tenant’s household:

Name	SSN	Age	Relationship
			Head of Household
			Co-Head of Household

b) The Tenant and the Lessor agree that only the following person(s) are authorized to visit and/or live in the Unit as the Live-In Attendant of the Tenant, or a member of the Tenant’s household:

Name	Address	Telephone	SSN

i) By signing the Lease Addendum, the Tenant certifies (1) that the Live-In Attendant is essential to the care and well-being of the Tenant or a member of the Tenant’s household; (2) that the Live-In Attendant is not obligated for the support of the Tenant or any member of the Tenant’s household; and (3) that the Live-In Attendant would not be present in the Tenant’s Unit except to provide care to the Tenant or a member of the Tenant’s household.

ii) The Tenant and the Lessor agree that the Live-In Attendant is not a member of the Tenant’s household or family composition (for CHA

residents/PHA-Assisted Units), regardless of familial relation or status. The Tenant and the Lessor agree that the income and the assets of the Live-In Attendant shall not affect the amount of the Tenant's rent, or the Tenant's eligibility for continued occupancy in the Unit. The Tenant agrees that the Tenant is responsible for the conduct of the Live-In Attendant. The Tenant agrees that the Lessor may terminate the Lease based on any act or omission of the Live-In Attendant that violates the Lease, the Lease Addendum, or the Rules and Regulations of the Property.

iii) For PHA – assisted units, Live-In Attendants and any individual who were added to the household composition with the Live-In Attendant **cannot** remain in unit or become residual leaseholder for such unit if and when the individual requiring such an attendant no longer resides in such unit.

### 3. Rent

The Tenant's monthly rent under the Lease shall be \$ \_\_\_\_\_.

### 4. Security Deposit

The Tenant has paid and the Lessor acknowledges receipt of a Security Deposit in the amount of \$ \_\_\_\_\_.

### 5. Utility Allowances

The Tenant's rent includes a utility allowance based on a schedule of utility allowances established by the Lessor. The Lessor may adjust the Tenant's rent from time to time based on changes to the schedule of utility allowances. The Lessor shall give the tenant no less than sixty (60) days advance notice of any change to the schedule of utility allowances. Adjustments to rent based on changes to the schedule of utility allowances shall take effect for the first rent payment due ninety (90) days after the notice of change to the schedule of utility allowances.

### 6. Re-determination of Rent, Unit Size and Eligibility

a) The Tenant acknowledges that under the requirements of Section 42, the Tenant's eligibility to remain in the Unit, and the rent for the Unit may be affected by a change in the composition of the Tenant's family, a change in the income of the Tenant or any member of the Tenant's household, or a change in any other factor affecting the Tenant's eligibility to remain in the Unit, as described in the Lease or the Lease Addendum.

b) The Lessor shall reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, at the end of the Term of the Lease, and no less than annually thereafter. The Lessor shall also reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, if there is any change in the composition of the Tenant's family, if there is any change in the income of the

Tenant or any member of the Tenant's household, or if there is any change in any other factor affecting the Tenant's eligibility to remain in the Unit.

- c) The Tenant agrees to report any change in the composition of the Tenant's family, any change in the income of the Tenant or any member of the Tenant's household, or any change in any other factor affecting the Tenant's eligibility to remain in the Unit within fifteen (15) days of the change.
- d) The Lessor agrees to provide the Tenant with at least thirty (30) days advanced written notice of any increase in rent caused by a change in the circumstances of the household. The increased rent shall be effective on the first day of the month after the end of the 30 day notice period.
- e) The Tenant agrees to comply with any request by the Lessor to verify information affecting the rent and the eligibility of the Tenant to remain in the Unit. The Tenant agrees to provide any written consent requested by the Lessor for release of information from third parties to verify information affecting the rent and the eligibility of the Tenant to remain in the Unit. Failure or refusal to provide verifications within the time required by the Lessor, or to consent to the release of third party verifications, may result in termination of the Lease as described in paragraph 13 of the Lease.

## **7. Additional Obligations of the Tenant**

The Tenant agrees that the following obligations will be additional obligations of the Tenant under the Lease. The Tenant agrees that the Lessor may terminate the Lease if the Tenant does not comply with the additional obligations:

- a) The Tenant's household shall not consist entirely of full-time students, unless, (i) the household includes a student who is also receiving benefits under the TANF program; (ii) the household includes a student who is enrolled in a job training program receiving assistance under the Job Partnership Training Act, or under a similar Federal, State or local law; (iii) the household consists of a single parent and their children, so long as the single parent and his or her children are not declared as dependents on the tax return of another individual not residing in the household; or (iv) all students consist of a married couple filing a joint tax return.
- b) All household members age 18 or over and any household member between the ages of 17 and 18 that drops out of school must be engaged in one or in a combination of the following activities at least 30 hours each week:
  - i) Employment;
  - ii) Enrollment and regular attendance in an economic self-sufficiency program;
  - iii) Verified job search and/or regular attendance at employment counseling;
  - iv) Basic employment skills training;

- v) Enrollment and consistent attendance in a regular program of education, including general equivalency diploma classes, secondary or post-secondary education, or English proficiency or literacy classes.
- c) All household members age 6 to 17 must regularly attend school.
- d) The Tenant agrees that the Lessor may terminate the Lease if the Tenant fails to report the change in a timely manner, or if the Tenant provided false or misleading information to the Lessor at the time of the Tenant's application for admission, or at the time of any re-determination under the Lease.
- e) The Tenant agrees that the Lessor may terminate the Lease with no limitation based upon a change in the composition of the Tenant's family, a change in the income of the Tenant or any member of the Tenant's household, or a change in any other factor affecting the Tenant's eligibility to remain in the Unit, as may be required by Section 42.
- f) The Tenant acknowledges that in order to qualify for initial occupancy in the Unit, the head of the household, or the co-head of the household must be employed for no less than thirty (30) hours each week. The Tenant agrees that the Tenant or the co-head of household will remain employed no less than thirty (30) hours each week as a condition of continued occupancy, and further agrees that the Lessor may terminate the Lease if the Tenant, or any member of the Tenant's household does not comply with the requirement of this paragraph; provided that, the requirements of this paragraph 5(c) shall not apply to households in which the Tenant, and the co-head of household if any, is age 62 or older, the Tenant, and the co-head of household if any, is a person with disabilities, or households in which the Tenant, and the co-head of household if any, cannot work because he or she is the primary caretaker of a blind person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614.

## **8. Transfers**

- a) If the Tenant occupies a Unit with features designed to accommodate the needs of people with disabilities, and no member of the Tenant's household needs the features of the Unit, the Tenant agrees to transfer to another suitable Unit at the Property upon thirty (30) days written notice from the Lessor.
- b) The Tenant agrees that the Lessor may transfer the Tenant to another Unit at the Property if the Tenant's household is over-housed or under-housed, in the event of an emergency, or other special circumstances.

## **9. Renewal of the Lease**

- a) The Tenant may request renewal of the Lease by giving written notice to the Lessor no less than thirty (30) days before the end of the Term of the Lease. Renewal of the Lease shall be in the sole discretion of the Lessor.

- b) The Lessor may renew the Lease at the end of the Term of the Lease upon thirty (30) days notice.
- c) If the Lessor renews the Lease, the Lease will be renewed for a period of one (1) year, at a monthly rent to be determined in writing at the time of renewal. The terms and conditions of the Lease and the Lease Addendum will otherwise continue in force and effect, unless modified in writing by the Lessor and the Tenant. Nothing in this paragraph shall limit the Lessor's ability to terminate the Lease, as described in the Lease or the Lease Addendum.

#### **10. Termination of the Lease; Notice**

- a) During the Term of the Lease, the Lessor may terminate the Lease for the reasons described in the Lease and in the Lease Addendum.
- b) If the Lessor terminates the Lease during the Term, the Lessor will notify the Tenant in the following manner:
  - i) In the event that the Tenant fails to pay any and all rent due within five (5) days written notice from the Lessor, the Lessor may terminate the Lease. For Tenants of PHA-Assisted units, in the event that the Tenant fails to pay any and all rent due within fourteen (14) days written notice from the Lessor, the Lessor may terminate the Lease.
  - ii) If there is any breach of the Lease other than non-payment of rent, including any violation of paragraph 12 of the Lease, the Lessor may deliver a written notice to the Tenant stating the specific acts, events or conduct causing violation of the Lease, and notifying the Tenant that the Lease will terminate unless the acts, events or conduct are remedied within ten (10) days of the notice. If the Tenant fails to remedy the acts, events or conduct within ten (10) days, the Lease shall be terminated.
  - iii) If the Tenant, any member of the Tenant's household, any guest or visitor of the Tenant, or any other person under the Tenant's control engages in conduct that disturbs the peaceful enjoyment of the premises by the Tenant's neighbors, the Lessor shall give the Tenant no less than sixty (60) days written notice to the Tenant stating the specific acts, events or conduct causing the disturbance. If, at the end of the notice period, the Tenant fails to remedy the acts, events or conduct, the Lessor may seek injunctive relief or may terminate the Lease upon ten (10) days written notice.
- c) Any notice to vacate required by the laws of Illinois, or local law will be combined with and shall run concurrently with any notice to terminate the Lease.

#### **11. Surrender**

The Tenant shall surrender the Unit and return the keys to the Unit to the Lessor at the end of the Lease, or upon termination of the Lease.

**12. Abandonment**

The Unit shall be deemed abandoned based upon the standards set forth in the Municipal Code of Chicago, as may be amended from time to time. Upon abandonment of the Unit by the Tenant, the Lessor shall have the right to relet the Unit and dispose of the Tenant's property in the manner provided by law.

**13. Eviction**

The Lessor shall evict the Tenant only by the judicial eviction procedures available under the laws of Illinois.

**14. Signatures, Certifications and Acceptance of the Lease Addendum**

The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of the Lease Addendum. The undersigned hereby certify and agree as follows:

- a) My attached income certification is true, correct, and complete. I agree to provide a similar certification annually upon request during the term of my occupancy.
- b) The Lessor has my permission to verify my income from my employer, using the attached form now and on an annual basis.
- c) If my income certification and/or any lease application submitted by me is false, or if I fail to provide annual certifications, the Lessor will have the right to terminate my Lease and recover possession of my Unit. I understand that the Lessor is relying on my income certification in accepting me as a Tenant, and that the Lessor will be seriously harmed if my income does not qualify the Unit for low-income housing tax credits. This certification shall be considered part of the Lease.

Tenant:

\_\_\_\_\_ Dated: \_\_\_\_\_  
(Signature of Head of Household)

\_\_\_\_\_ Dated: \_\_\_\_\_  
(Signature of Adult Household Member)

\_\_\_\_\_  
(Signature of Adult Household Member)      Dated: \_\_\_\_\_

DRAFT

**MANAGING AGENT'S LOW-INCOME ELIGIBILITY WORKSHEET AND  
CERTIFICATION OF QUALIFIED OCCUPANT**

Building Name: \_\_\_\_\_ Initial Certification: \_\_\_\_\_

Assigned Unit No.: \_\_\_\_\_ Bedroom Size: \_\_\_\_\_ Annual Recertification: \_\_\_\_\_

**PART 1 - HOUSEHOLD COMPOSITION**

	Tenant's name (Last Name, First Name)	Relationship to Head	Age	Occupation	Full-Time Student
Head					
Co-Head					
3					
4					
5					

**VERIFIED HOUSEHOLD INCOME**

	Gross Salary or Wages	Self- Empl. Income	Rental Income, Interest, Stock Div.	Retire- ment, Pension, Annuity	Social Security	Unempl., Disability Comp.	Welfare	Alimony , Child Support	Other
Head									
2									
3									
4									
5									

COMBINED TOTAL INCOME FOR ALL HOUSEHOLD MEMBERS:\$ \_\_\_\_\_



**PART 2 - LOW-INCOME ELIGIBILITY CALCULATION**

1. Combined Total Household Income (from Tenant Income Certification) \$ \_\_\_\_\_
  2. HUD Area Median Income for Household Size \$ \_\_\_\_\_
- Owner's Set-Aside Election: \_\_\_\_ 50% or \_\_\_\_ 60%
3. Is Tenant a Qualified Occupant? \_\_\_\_ Yes or \_\_\_\_ No

**PART 3 - MANAGEMENT AGENT'S CERTIFICATION**

I certify that the information contained herein is true and correct to the best of my knowledge and belief and that all verifications of Tenant's income required by Lessor under its Management Agreement with the Owner have been obtained.

\_\_\_\_\_  
Lessor