

City of Seattle Affordable Housing Incentive Programs Lease Rider (Attachment to Tenant Lease)

Property Name: _____

Unit #: _____

Household Name: _____

This document is to be attached to the lease agreement signed between the owner and tenant at lease signing.

Dear Applicant or Existing Resident:

Summary

The owner(s) of this property ("Owner") rents residential units under one or more of the Affordable Housing Incentive Program's including Multi Family Tax Exemption, Incentive Zoning, TRAO, and Mandatory Housing Affordability. The "program" is overseen by the City of Seattle Office of Housing (the "City"). Under the program, the owner(s) can qualify for various development incentives by renting some of the units in the property to income-qualified households and restricting the rents for those units. The agreement made between the owner and the City regarding the unit that this lease rider pertains to expires on December 31, 20____. Upon this date the covenant restriction shall be lifted.

Income and Rent Limits

The City gives the Owner(s) new income and rent limit tables each year. The rent tables show the maximum rent for a unit based on the number of bedrooms in the unit and corresponding percentage income limit. Under the Program rules, unit _____ is to be made available to a tenant with income not exceeding _____% of area median income at the time of initial occupancy ("Eligible Tenant"). Initial rents are also established in accordance with the approved program rent for this income level.

Property Standards

The property must comply with local and federal housing policy governing nondiscrimination and accessibility. In making an apartment available, the Owner(s) cannot discriminate against you because of your race, creed, color, sex, national origin, marital status, age, disability, or familial status. Furthermore, the Owner(s) cannot discriminate against you based on the sources of your income (including Section 8 subsidy), provided the sources of income do not violate any federal, state, or local law. Additional state, local laws or ordinances may also apply.

Owner shall not retaliate against any tenant in the Project who notifies the City or any other governmental agency of any alleged violation of this Rider or the Program's Agreements.

Tenant Certifications

Tenants must certify their initial Household composition and Household income level for all programs. Additionally, some buildings may require that tenants annually recertify Tenant's Household Income prior to the commencement or renewal of the Lease's term. A household that changes its household composition or transfers units, may need to be certified again at "initial" requirements. Tenant's initial Household income must be at or below the Initial Qualifying Household Income, as above defined. Tenant must provide Landlord with such certification or recertification of Household income or Household composition, and, as applicable, any third-party income verification or other proof reasonably required by Landlord under applicable law and program rules for the purpose of verifying income or determining Household composition. Tenant authorizes Landlord and the City to verify all sources of income in the Household. Tenant certifies that such certifications and proofs are true and accurate, and that the total annual income of all persons who occupy the Apartment subject to this rider to the Lease ("Rider") does not exceed the amount set forth in such certification. Tenant agrees to notify Landlord immediately in the event there is any change in the identity or number of persons occupying the Apartment.

Tenant understands and agrees that Owner's determination that Tenant qualifies as an "Eligible Tenant" is based upon the statements, representations, certifications, and verification documentation given to Owner by or on behalf of Tenant. Tenant hereby affirms that the statements, representations, certifications, and verification documentation given to Owner by or on behalf of Tenant are truthful and accurate.

Owner has determined, based on Tenant's statements, representations, certifications, and verification documentation provided to Owner, that Tenant meets the criteria for an Eligible Tenant in accordance with the standards in the Affordable Programs.

Annual Recertification

Specific buildings and programs require households to recertify their income, assets, and full-time student eligibility annually. The Programs have maximum income levels at recertification set in their Agreements/Covenants.

To be eligible for a rent- and income-restricted unit, all income, assets, and full-time student eligibility of any household members 18 years and older must be documented and verified. The Owner(s) or manager of this property will give you the required forms to declare and verify income and assets from all sources. They may also ask you for supporting documentation. The program requires each existing household to recertify or complete a new set of the required forms at least once every 12 months.

Existing full-time students that met the eligibility criteria at move-in must provide updated student documentation and verify that they are still receiving need-based financial aid through the FAFSA or WAFSA process to remain eligible. Household members that become full-time students after move-in will need to be certified again with "initial" requirements.

Your forms must be prepared carefully, with every question answered. Annually, you will be signing a document under penalty of perjury, saying that the information and verifications submitted are correct. Households who do not properly complete their paperwork may not qualify for residency or may be required to vacate their income- and rent-restricted unit or accept the loss of their restricted status including rent restrictions.

Rent Increases

On an annual basis, the City releases new rental limits based on the Area Median Income published by HUD. The Owner has the authority to charge/increase gross rents as equal to or less than the applicable published rent limit. As long as all legal notices have been properly served in accordance with City tenant landlord requirements, AND the proposed gross rent schedule is at or below the corresponding published limits, the Owner is considered to be in compliance regarding their rent increases. Tenants who have signed lease agreements greater than 12 months may possibly experience higher rent increases as two rent increases may have lapsed during the lease term.

False Certification

The lease to which this rider is attached may be terminated and the Tenant may be evicted for failure to qualify for a Unit if Tenant has falsely certified (whether intentionally or unintentionally) Household income or Household composition. False certification constitutes material non-compliance under the lease, and Landlord has the right to terminate the Lease, evict Tenant, and recover possession of the Unit, if Tenant has obtained Low Income Unit Tenancy by falsely certifying Household income or Household composition.

Tenant agrees that it shall be a material breach of this Lease with regard to Tenant's application for an apartment in the Project, to give false, fraudulent, misleading, or incomplete statements, representations, certifications, verification documentation or other information with the purpose of receiving approval of Owner as an Eligible Tenant. Tenant further agrees that it shall be a material breach of this Lease with regard to Tenant's annual certification of annual income and household size, (a) to fail to supply such certification along with such documentation requested by Owner in order to verify Tenant's certification, or (b) to give false, fraudulent, misleading or incomplete statements, representations, certifications, verification documentation or other information with respect to such certification and/or verification.

Initial: _____

Noncompliance

Tenant's refusal to comply with a request for information related to income and eligibility requirements shall be deemed a violation of a substantial obligation of tenancy and constitute cause for removal from the Programs, reverting the rent to market rent or give cause for the issuance of lease violation notice.

Just Cause Ordinance

If you have a month-to-month lease, the Owner is prohibited from evicting you and is prohibited from refusing to renew your lease or rental agreement, other than for “just cause.” Serious or repeated violation of material terms of the lease or a failure to pay rent after receiving a pay or vacate notice may constitute just cause. Any termination or non-renewal notice must state one of the eighteen approved reasons in the City’s Just Cause Ordinance.

Increases in Income

If Tenant’s Household Income increases above the Initial Qualifying Household Income but is below the maximum allowable income limit at recertification, Tenant shall still be entitled to reside in the Unit and pay no more than the Maximum Rent, provided that Tenant and Household continue to comply with the applicable provisions of the Lease and Rider. If a tenant’s income increases above the limit at recertification on a property that requires annual recertifications, the tenant may be converted to market rate rent.

Unit Transfers

The initial household certification was reflective of the household size, the number of bedrooms, and maximum AMI% established at move in. If a household chooses to amend the household composition or unit composition, a new income certification will need to be completed and the household will be treated as a new household.

No Subletting, Assignment or Extended Occupancy

The subletting of this apartment is expressly prohibited. The apartment may not be occupied by anyone other than the tenant and their household members for a period of more than 30 days, unless the lease calls for a more restrictive guest limit. As set forth in this rider, the provisions of this paragraph with regard to assignment or subletting will supersede and prevail over anything to the contrary contained in the lease. Violation by tenant of the provisions of this paragraph will constitute a material breach of the lease, which will be grounds for termination of the lease by owner and/or removal from the programs, reverting the rent to market rents.

Audit

Buildings participating in any of the Affordable Housing Incentive Programs are subject to audit by the City & State. During each audit, the City shall review files for accuracy and completion. At such time, further information and documentation may be requested by the City to guarantee compliance with the Programs requirements. Tenants are required to submit documentation as needed by auditors to ensure compliance.

Program Expiration

Each of the Programs have an applicable expiration date. Certain programs may or may not have a renewal option. After the expiration of the occupancy restriction period, a tenant may be eligible for Tenant Relocation Assistance. Tenant and Owner should contact the Seattle Department of Construction and Inspections prior to expiration of the occupancy restriction period to determine Tenant Relocation Assistance eligibility and requirements.

Conflict

In the event of any conflict between the terms of this Rider and the terms of the Lease, the provisions of this Rider shall supersede, prevail over, and control such other provisions of the Lease.

By signing below, I am indicating I have read and discussed information included in this lease rider. I have been given a copy of this lease rider along with my lease.

Applicant/Resident Signature

Print Name

Date

Applicant/Resident Signature

Print Name

Date

Applicant/Resident Signature

Print Name

Date

Property Representative Signature

Print Name

Date