

**AFFORDABLE HOUSING PROGRAM ADDENDUM**

Resident(s): \_\_\_\_\_

Apartment Number: \_\_\_\_\_

Lease Term: \_\_\_\_\_

1. Explanation of the Affordable Housing Program:

Occupancy of the Apartment is limited to tenants having incomes at or below 80% of the area median income in accordance with the requirements of the Massachusetts Local Initiative Program. Resident's rights are subject to the eligibility requirements under the Program. Resident must cooperate with Manager in certifying its eligibility for the Program. Continued occupancy is subject to this eligibility requirement.

2. Occupants:

Program eligibility of all occupants must be certified immediately following the addition of anyone on the lease who was not part of the household most recently certified as eligible for the Affordable Housing Program. If the entire household fails to recertify for Program eligibility within 15 days of any new member being added to the lease, the entire household will be non-compliant with the Affordable Housing Program and will be designated as an Affordable Housing Program ineligible tenant and will need to vacate the affordable unit within 30 days of the deadline by which the household needed to recertify for Program eligibility.

3. Income Eligibility and Certification:

Resident has been certified as being eligible for the Program.

Manager must be immediately notified if changes to the current household status occur. This includes, but is not limited to, changes in:

- \* household members,
- \* income or assets,
- \* full-time student status,
- \* need for a live-in care attendant, and
- \* federal subsidized rental assistance.

Resident must be initially certified for eligibility for the Program and annually thereafter. Upon request, Resident must complete the certification process. This includes verification of all income, asset and other eligibility information and completing a new Program Application. It is the Resident's responsibility to provide all necessary information to the Leasing Office. Occupancy is subject to continuing eligibility under the Program requirements. **A minimum of 60 days prior to the lease date anniversary**, the next annual Resident recertification must be completed by **notice, phone or mail**. Manager will contact the Resident 90-120 days prior to resident lease expiration to begin processing the necessary

paperwork. It will be the responsibility of the Resident to fully cooperate and provide all necessary information to expedite this process. Failure to do either may result in the non-renewal of the Resident's lease contract.

4. Income Increases:

Resident's income is allowed to increase up to 140% of the current applicable income limit before the Resident becomes ineligible for the Program. If Resident's income at the time of annual eligibility determination exceeds 140% of the maximum allowable income as governed by the Program, their apartment shall still remain affordable until the next available market rate apartment with the same or greater number of bedrooms is rented at an affordable price to an affordable program-qualified tenant, at which point the apartment of the tenant with earnings exceeding the Income Limit for Current Tenants will be rented at market rates. Resident will have to pay market-rate rent or terminate the lease contract with a 30-day notice. The Manager will give the Resident notification of the rent change from affordable to market-rate at least 30 days prior to the rent change taking effect.

5. Notice of Vacancy:

Resident must notify the Manager in writing of his/her intention to vacate the Apartment with a 60-day notice in accordance with the provisions of the lease contract.

6. Unit Transfers:

If Resident requests a unit transfer, the Resident must complete the initial certification process. All income, asset and other eligibility requirements will need to be reviewed for Program eligibility. All paperwork must be completed and appropriate paperwork signed prior to the transfer taking place. If Resident does not meet the initial eligibility requirements of the Program, the unit transfer will be denied.

7. Rent Increases:

Rents are tied to the Area Median Income for the Boston-Cambridge-Quincy HMFA and Belmont Housing Authority's Utility Allowance. Resident's rent may be increased by Manager upon Lease Renewal if there is an increase in the Area Median Income for the Boston-Cambridge-Quincy HMFA and/or a decrease in the Belmont Housing Authority's Utility Allowance for the specific utility types used at this development. Rent increases will be based on annual increases to the Area Median Income for the Boston-Cambridge-Quincy HMFA as determined by the Department of Housing and Urban Development by household size as published by DHCD, the terms of the executed Regulatory Agreement or successor agency and approved by DHCD.

8. Certification by Resident: Resident hereby

a) certifies the accuracy of the statements made in the application and income survey;

- b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from Manager, the Monitoring Agent or DHCD; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and
  
- c) agrees that at such time as Manager, the Monitoring Agent or DHCD may direct, he or she will furnish to Manager certification of then current family income, with such documentation as the Manager or Monitoring Agent shall reasonably require; and agrees to such charges as the Manager or Monitoring Agent has previously approved for any facilities and/or services which may be furnished by Manager or others to such resident upon his or her request, in addition to the facilities and services, if any, included in the rentals, as amended from time to time pursuant to the Program.

Signature of Resident: \_\_\_\_\_

Signature of Manager: \_\_\_\_\_