

TAX CREDIT LEASE RIDER

(06/24)

Property Name	Unit
Applicant/Resident Name	

Dear Applicant or Existing Resident:

Summary

The owner(s) of this property rent residential units under the federal Low-Income Housing Tax Credit Program (the "program") as administered by the North Dakota Housing Finance Agency (NDHFA). Under the program, the owner(s) can qualify for federal IRS tax credits by renting some or all of the units in the property to low-income households and restricting the rents for those units. In addition, the owner may have agreed to reserve some of the units in the property for households or persons with special needs (see the special-needs section below). This rider was prepared to help residents understand the program.

Income and Rent Limits

NDHFA gives the owner(s) new income and rent limit tables each year. This property has agreed to reserve some or all of the units for households at or below the 30, 35, 40, 45, 50 or 60% income limits found on these tables. The rent tables show the maximum rent a property can charge for a unit based on a household's income, number of bedrooms in the unit or the number of people in the household. Some properties have more than one income limit. Ask the property representative for specific information.

Since this program involves IRS tax credits, NDHFA and everyone involved with this program is under growing pressure to prevent fraud. Your forms must be prepared carefully, with every question answered. You will be signing a document under the 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.

A property that has more than one income/rent limit **can** switch a household to a higher or lower income/rent limit, based on the household's income at recertification. Ask the property representative for specific information.

Special Needs

The owner(s) of this property **may** have chosen to reserve some of the program units for households that have special needs. Units **could** be reserved for households that meet the program definition for large household, disabled, elderly, homeless housing. Households or individuals applying for on of these special needs units will be required to verify their eligibility. Ask your property representative for specific information.

Full-Time Student Households

A household where each member is a full-time student **may not** qualify for an income- and rent-restricted unit. A household where everyone becomes a full-time student after move-in **may no longer** qualify for an income- and rent-restricted unit. Ask your property representative for specific information.

Property Standards

The property must comply with federal housing policy governing non-discrimination 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. When selecting residents, the owner(s) **cannot** apply standards to a potential resident that are more burdensome than standards applied to any other potential or existing resident.

Good Cause Evictions/Non-renewals

The owner is prohibited from evicting you and is prohibited from refusing to renew your lease or rental agreement, other than for "good cause," Generally, good cause shall mean the serious or repeated violation of material terms of the lease or a condition that makes your unit uninhabitable. Any termination or non-renewal notice must state the specific factual violations. Under federal law, you have the right to enforce this requirement in state court as a defense to any eviction action brought against you.

By signing below, I indicated that 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.

Property Representative Signature	Print Property Representative Name	Date
Applicant/Resident Signature	Print Applicant/Resident Name	Date
Applicant/Resident Signature	Print Applicant/Resident Name	Date
Applicant/Resident Signature	Print Applicant/Resident Name	Date

Further questions should be addressed to:

Property Manager Name	Phone Number
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