

**MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT**

**Low-Income Housing Tax Credit (LIHTC) Public Housing
Dwelling Lease Addendum #1**

Effective 06/03/2013

The undersigned acknowledge agree that Miami Dade County (the "County") is assigning the lease between the County and Resident, dated _____ (the "Lease") to _____, as agent for _____ ("Landlord"), and this lease addendum is being incorporated in and made a part of the Lease, and that it shall be renewed and shall expire under the terms and conditions of the Lease.

1. The Resident must live in the Premises and the Premises must be the Resident's only place of residence. The Resident shall use the Premises only as a private dwelling for himself / herself and the individuals listed on the Lease.

The Resident agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Resident agrees not to sublet or assign the Premises, or any part of the Premises. Resident shall not permit any roomer or boarder occupancy of any portion of the Premises. Any failure by Resident to comply with the obligations in this paragraph is a material breach of this Agreement.

2. A household is ineligible to participate in the LIHTC Program if all members of the household are full-time students, unless: (i) Receiving assistance under Title IV of the Social Security Act – (e.g. TANF); (ii) Previously under the care and placement responsibility of the local county children services agency (i.e. foster care) (iii) Enrolled in a government-sponsored job training program; (iv) Married and eligible to file a joint income tax return; or (v) A single parent household with at least one dependent child. The parent is not the dependent of another individual and the child is only a dependent of the resident or the other, non-resident parent. If at any time Resident's household is ineligible to participate in the LIHTC Program by virtue of this prohibition on full-time students, it will constitute good cause to terminate this Agreement. Resident shall notify Landlord immediately of any change in student status of any member of Resident's household.
3. The Resident understands that the monthly rent is less than likely to be found in open market place. This lower rent is available because the Premises were constructed pursuant to Section 42 of the Internal Revenue Code of 1986 as amended ("Section 42"). At least once a year, the Landlord may request the Resident to report the income (including a copy of the most recently filed federal income tax return) and composition of the Resident's household and to supply any other information required or requested by the Landlord. If the Resident does not submit the required information by the date specified in the Landlord's request, the Landlord may terminate this agreement and the Resident must vacate the Premises. Any failure by Resident to comply with the obligations in this paragraph is a material breach of this Agreement. Landlord will conduct a screening approximately _____ days from the date hereof, at which time Landlord will also conduct a reexamination in accordance with Article VI of the Lease.
4. Resident hereby agrees and acknowledges that the total rent established for the unit is predicated on the current median income adjusted for family size as established by the

U.S. Department of Housing and Urban Development and utility allowance established by the local housing authority or provider of utilities. Accordingly, when and if this median income is adjusted by the U.S. Department of Housing and Urban Development or the utility allowances are adjusted by the local housing authority or provider of utilities; the total rent for the Premises may be adjusted regardless of the lease termination date and in accordance with local law.

5. Resident understands that notwithstanding anything in the Lease to the contrary, references to Miami Dade County or the County, to the Director and to Public Housing Community and Development shall mean Landlord.
6. Notwithstanding anything in Article XXVIII of the Community Based Policies to the contrary, in-home businesses will only be permitted to the extent Landlord determines that they consistent with the requirements related to Section 42.
7. Notwithstanding anything in the Lease to the contrary, Landlord and Resident acknowledge and agree that any termination of the Lease resulting from a violation of this Lease Addendum shall not constitute a termination from the County's public housing program. Upon termination of the Lease as a result of a violation of this Lease Addendum, Resident shall be referred back to the Landlord and the Landlord shall determine whether the violation resulting in the termination was also a violation of the public housing requirements. Thereafter, Landlord shall take such action as is required under the public housing requirements. In the event Resident remains eligible to participate in the public housing program, the County shall approve a transfer and relocate the Resident to a non-LIHTC public housing unit.
8. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Agent for Owner	_____ Date