



**Ithaca Neighborhood  
HOUSING SERVICES**

**CEDAR CREEK HOUSING, LLC  
LEASE**

1. This is a residential lease between the owner Cedar Creek Housing, LLC (Landlord) of 115 West Clinton Street, Ithaca, NY 14850 and Tenant(s) \_\_\_\_\_.
2. **Unit**  
The lease is for \_\_\_\_\_ Ithaca, NY 14850 (the "Unit") in the development project known as Cedar Creek Housing (the "Premises").
3. **LEASE TERM**  
This lease is for a term of one year from \_\_\_\_\_ to \_\_\_\_\_.
4. **PERMITTED RESIDENTS**  
Except as otherwise permitted by law the Tenant agrees that it is a violation of the lease to permit any individuals other than those listed in this paragraph to reside in the Unit. Subletting is not allowed without prior written consent of the owner in accordance with NYS Division of Housing and Community Renewal policies.  
  
The individuals to reside in the Unit are:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. **ELIGIBILITY FOR BELOW MARKET RENT**  
The Landlord is obligated by the NYS Division of Housing and Community Renewal to maintain the development project for occupancy by Persons of Low Income. The construction of the Unit was subsidized by the State of New York through the NYS Division of Housing and Community Renewal. The rent paid by an eligible Tenant will be lower than the Tenant would have had to pay if the subsidy had not been provided. Tenant agrees to provide correct information and any required documentation to the Landlord regarding Tenant's household income, household composition and any other items necessary for Landlord to determine Tenant's eligibility to reside in the Unit at a below market rental rate pursuant to the requirements of the NYS **Low Income Housing Trust Fund Program**.  
  
Determination of eligibility will be made prior to initial occupancy and thereafter, yearly on the anniversary date of occupancy. Tenant agrees to provide any appropriate verification of the required information as requested by the Landlord.
6. **MONTHLY RENTAL PAYMENTS, CALCULATION**  
Monthly rental payments in the amount of \$\_\_\_\_\_ ("Monthly Rent") will be due on the first day of each month. Monthly Rent payments shall be paid to Cedar Creek Housing, LLC c/o Ithaca Neighborhood Housing Services, Inc. 115 West Clinton Street, Ithaca, New York, 14850. (address)  
  
Monthly rent includes payment for the following utilities: \_\_\_\_\_  
  
Monthly rent includes payment for the following services: \_\_\_\_\_  
  
Payments for all other utilities and services are the responsibility of the Tenant, including, but not limited to telephone, and cable TV.

**7. LEASE EXTENSION and RENEWAL**

Forty-five days prior to the end of the term of this lease, the Landlord may offer the Tenant the right to extend the lease with the right to modify the Monthly Rent.

**8. TERMINATION OF TENANCY**

- A. The Tenant understands that it is not the purpose of the security deposit to be used for the last month's rent.
- B. Tenant may terminate this agreement prior to the end of the lease for good cause such as moving to another location for employment, loss of job, severe illness, death of spouse or other reasons customary or mandatory in the community. The Tenant must notify the Landlord in writing at least thirty (30) days before intending to leave, or Tenant will have to pay the Monthly Rent (and utilities) for the next month unless the Unit is re-rented.
- C. Any termination of this lease by the Landlord must be carried out in accordance with state and local law, and the terms of this lease. The Landlord may terminate this lease only for:
  - 1) Tenant's material noncompliance with the terms of this lease, such as (but not limited to): nonpayment of rent, repeated late payment of rent, illegal activities, permitting unauthorized persons to live in the Unit, serious or repeated damage to the Unit or common areas, creation of physical hazards, serious or repeated interference with the rights and quiet enjoyment of other tenants, and giving the Landlord false information regarding income or other factors considered in determining the Tenant's rent payment or eligibility for residence in the Unit, or failure to provide such information to the Landlord upon request.
  - 2) Tenant's failure to carry out obligations under any state or local law or regulations.
  - 3) Other good cause.

**9. VIOLATION OF TERMS OF LEASE – PROCEDURE**

Except as provided in paragraph 20, if Tenant does not comply with the terms of the lease except in the cases of nonpayment of rent, Landlord will do the following:

- A. Send Tenant a written notice demanding that Tenant live up to the terms of the lease within 10 days; and
- B. If Tenant does not comply within that time, Landlord will send Tenant a second written notice terminating the lease 30 days after the second notice is mailed to Tenant. On that day Tenant is to vacate the apartment and return the keys to the Landlord. If Tenant does not vacate, Landlord may start eviction proceedings within requirements of the New York State law.

**10. ABANDONED PROPERTY**

Landlord shall notify Tenant of Landlord's policy regarding the disposition of property left in the apartment or elsewhere on the Premises after termination of this lease.

**11. SECURITY DEPOSIT AND REFUND POLICY**

The tenant shall pay Landlord \$ \_\_\_\_\_ as a security deposit. Security deposits will be held in a Tenant bank account selected by the Landlord. Any interest earned will be paid to the Tenant, less statutorily allowed handling and administration charges. In order to get a refund of the security deposit the Tenant must provide the Landlord with a 30-day written notice of intent to move out. The Landlord will hold this security deposit for the period the Tenant occupies the Unit. After the Tenant has moved from the Unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined under the following conditions and procedures:

- A. After the Tenant has moved from the Unit, the Landlord will inspect the Unit and prepare a written report. The Landlord will permit the Tenant to participate in the inspection if the Tenant so requests.
- B. The Landlord will refund to the Tenant the amount of the security deposit after deducting the following, as applicable:
  - 1) Damages that are not due to normal wear and tear and are not listed on the "Unit Inspection Report";
  - 2) Unpaid charges for repairs, late payment of rent and returned checks;
  - 3) Lock-related charges; and



4) Unpaid rent.

**A.** The Landlord agrees to refund the amount due as soon as possible after the Tenant has vacated the Unit. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord, the Landlord agrees to meet with the Tenant and discuss the disputed charges.

**B.** If the Unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to the Tenant first identified in paragraph 4 of this lease.

12. **LATE FEES, RETURNED CHECK POLICY**

A late fee of \$5.00 will be assessed for rent not paid by the end of business on the fifth day then a fee of \$1.00 per day to a maximum of \$30.00. The Landlord may collect a \$15.00 administrative fee plus bank charges on any check not honored for payment. After the first occurrence, the Landlord may require payment in a form other than a personal check. Extra charges will be due immediately.

13. **OBLIGATIONS OF LANDLORD AND TENANT**

**A.** The Landlord agrees to:

- 1) Regularly clean all common areas of the project;
- 2) Maintain the common areas and facilities in a safe condition;
- 3) Maintain all building systems and Landlord provided equipment and appliances in a safe and working order;
- 4) Make necessary repairs with reasonable promptness;
- 5) Maintain outside lighting in good working order;
- 6) Provide extermination services as necessary;
- 7) Maintain the grounds and shrubs;
- 8) Annually ensure that smoke detectors in the Unit and common areas are in good working order; and
- 9) Maintain the buildings and common areas in accordance with the local housing codes and regulations.

**B.** The Tenant agrees to:

- 1) Keep the Unit clean and sanitary;
- 2) Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- 3) Not litter the grounds or common areas of the project;
- 4) Not destroy, deface, damage or remove any part of the Unit, common areas or project grounds;
- 5) Give the Landlord prompt notice of any defects in plumbing, fixtures, appliances, heating or cooling equipment or any other part of the Unit or related facilities;
- 6) Remove garbage and other waste from the Unit in a clean and safe manner and dispose of it in the designated method;
- 7) To fully cooperate with the Landlord to achieve compliance with requirements for waste separation and recycling;
- 8) Not leave children unsupervised;
- 9) Not disturb the peaceable occupancy of others;
- 10) Not give keys to individuals not residing in the Unit without prior written approval of the Landlord;
- 11) Not create any conditions on the Unit which pose a threat to the health or safety of any person or persons;
- 12) Shovel snow from entranceway of Unit to sidewalk or driveway used in common with others.
- 13) Notify the property manager immediately of any suspected water leaks, moisture problems, or mold in the Unit or common areas.

14. **DAMAGES AND PROHIBITED ALTERATIONS**



A. The Landlord will make repairs to the Unit, its fixtures and equipment, which are necessary because of carelessness, misuse or neglect by the Tenant and or his/her visitors. The Tenant agrees to pay for the actual costs of said repairs within 30 days after receipt of the Landlord's demand for payment.

B. The tenant agrees that the following alterations are prohibited without first obtaining the Landlord's written permission:

- 1) Change or removal of any part of the appliances, fixtures or equipment in the Unit;
- 2) Painting, or installation of wallpaper or contact paper in the Unit;
- 3) Attachment of awnings or window guards in the Unit;
- 4) Attachment or placement of any fixtures, signs or fences on the building(s), the common areas or the project grounds;
- 5) Attachment of any shelves, screen doors or other permanent improvements in the Unit;
- 6) Installation of washing machines, dishwashers, dryers, fans, freezers, heater or air conditioners in the Unit or
- 7) Placement of any aerials, antennas or other electrical connections on the Unit.

**15. TENANTS USE OF UNIT, RIGHTS OF OTHER TENANTS**

The tenant agrees that the Unit will be used only to live in as the Tenant's primary residence and will not be used as a place of business. The Tenant may not use the Unit to conduct illegal activity. The Tenant agrees not to damage the Unit, the building, the grounds, or the common areas, or to interfere with the rights of other tenants to live in their units in peace and quiet. Landlord agrees to do nothing which would prevent or interfere with Tenant's legal use of the Unit.

**16. REPAIR AFTER FIRE OR OTHER EVENT**

If the Unit is damaged by fire or other event, not the fault of the Tenant and cannot be lived in, the Landlord shall have the right to repair and rehabilitate the building within a reasonable amount of time, or, shall have the right to terminate the lease.

**17. LANDLORD'S RIGHT TO ENTER UNIT**

The Landlord may enter the Unit in the event of an emergency, or after advance notice and during reasonable hours; as part of a periodic inspection; as part of a preventive maintenance program; or to show the Unit to prospective tenants after the Tenant has given notice of intent to move. The tenant agrees not to install additional or different locks on any doors or windows of the Unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this lease ends, the Tenant agrees to return all keys to the Unit to the Landlord. The Landlord may charge the Tenant for lock-related charges in accordance with the attachment "schedule of charges."

**18. ADDITIONAL RULES**

The Tenant agrees that Tenant's family and guests will obey all house rules which are attached to this lease and any procedures outlined. The Tenant agrees to obey additional rules established after the effective date of this lease if the rules are related to the safety, care and cleanliness of the building, and the safety, comfort and convenience of the tenants, and if the Tenants received written notice of the proposed rule at least 30 days before the rule is enforced.

**19. SEPARATE REMEDY FOR ADDITIONAL CHARGES**

Owner agrees to accept Tenant rental payments and to seek separate legal remedy for the collection of any other charges which may be payable to owner by Tenant.



**20. GOOD CAUSE TO TERMINATE LEASE**

The Tenant will be notified of violations of this paragraph; Landlord shall provide a written explanation of the Tenant's violation of this lease. Violation of any of the provisions of this paragraph which do not cease within 10 days of such notice will result in termination of the lease. **No further notice or opportunity will be given to the Tenant prior to termination of this lease.**

The tenant agrees that the tenant and members of the household must not engage in or permit:

- Any criminal activity, including drug-related criminal activity, and or criminal activity involving illegal weapons in the unit or on the property.
- Any other unlawful activity.

**21. NOTICES**

Notices to Tenant: Any required notice from Landlord to Tenant must be (A) personally delivered or (B) in writing, (1) signed by or in the name of Landlord or Landlord's agent, and (2) addressed to Tenant at the Unit and sent by certified mail to Tenant at the Unit.

Notices to Landlord: Tenant will give all required notices to Landlord in writing, delivered personally or sent by mail to Landlord at: c/o Ithaca Neighborhood Housing Services, Inc. 115 West Clinton Street, Ithaca, NY 14850 or at such other address as Landlord may designate. It is suggested that the notice be sent by certified mail.

**22. ELDERLY AND DISABLED PERSONS, SPECIAL PROVISIONS**

Tenants 60 years of age and older or tenants subject to a disability as defined in the New York State Executive law, Article 15, Section 292, who have an executed lease agreement at the time that the property is sold, or any applicable governmental regulatory agreement or loan is terminated or repaid, shall be permitted to continue occupancy at a rate where total housing costs do not exceed 30 percent of their income, unless such tenants are evicted for good cause in accordance with all applicable state laws.

**23. HOUSEHOLD SIZE**

Tenant understands that the Landlord will assign the units according to the size of the household in accordance with New York State Division of Housing and Community Renewal requirements of no more than two persons per bedroom and no more than two persons for a zero bedroom unit. The Landlord must offer the Tenant from among available units in the development project a lease for a unit of appropriate size if a Tenant's household size increases or decreases so that it is not within these guidelines. Except as otherwise prohibited by law, Tenant's refusal to move into a unit of appropriate size when requested to do so would constitute good cause for termination of the lease and Tenant agrees to vacate the Unit if requested to do so by the Landlord.

**24. TENANT ASSURANCES**

The Tenant makes the following statements:

- 1) I understand that if there is a significant decrease in household income, I may request a rent decrease from the Landlord.
- 2) I understand that should I receive rental benefits to which I am not entitled due to my/our failure to provide information, or due to incorrect information provided by me or on my behalf by others or by any other household member, I will be required to make restitution and I agree to pay any amount of benefits to which I was not entitled.
- 3) I agree to promptly provide any certificates and income verifications required by the Landlord to permit determination of eligibility and, when applicable, the monthly Tenant rent to be charged.
- 4) I understand and agree that my Monthly Rent is the amount shown in paragraph 6 may increase up to market rent as my income increases.
- 5) I agree that I shall provide the Landlord a person(s) to contact in the event of death or emergency.



**25. EFFECT OF SALE OF UNIT**

The terms of this lease shall continue in effect in the event that the Unit is transferred to a new owner.

**26. NO ORAL AMENDMENTS**

This Lease may not be changed except by a written agreement signed by the Landlord and the Tenant.

**27. RENT STABILIZATION RIDER**

The Landlord and the Tenant agree to execute a rent stabilization rider as approved by the NYS Division of Housing and Community Renewal if and when the Unit becomes subject to the terms of the Rent Stabilization Law.

**28. CONDITION OF DWELLING UNIT**

By signing this lease, Tenant agrees that she/he has inspected the Unit, and has received and signed a copy of the Unit Move-in Inspection which describes the condition of the Unit, appliances and equipment. This Unit Move-In Inspection has been signed by both parties, attached to this Lease as Exhibit C and is made a part of this lease. The Tenant agrees that Landlord has made no promises to decorate, alter, repair or improve the Unit, except as listed on the Unit Inspection Checklist.

**29. SUBORDINATION OF LEASE TO MORTGAGES**

The Tenant's rights under this lease are subordinate to any mortgage now on the Unit or Premises (including the underlying real property) and also to any and all mortgages placed from time to time on the Unit or Premises (including the underlying real property) after this lease agreement is made including all renewals, extensions and modifications, and if Cedar Creek Housing, LLC. or the mortgage lender so desires, the Tenant agrees to execute any instrument to evidence such subordination.

**30. ANTI DRUG PROVISIONS**

**A.** The Tenant and members of the Tenant's immediate family will not engage or be associated in any way connected with (either in the Unit or at the Premises) any criminal, illegal, unlawful drug related activities. Tenant and members of Tenant's said immediate family will not conduct themselves either on the Unit or at the Premises or any part thereof so as to subject the other tenants and occupants of the Premises to reasonably based apprehension, fear, or undue concerns caused by unlawful drug activities of Tenant and members of Tenant's immediate family. Such criminal activity shall be cause for the termination of the lease and eviction of the household.

The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance.

**B.** The Tenant understands that the Unit is not to be used for the sale, manufacture, use or possession of narcotics or marijuana.

**C.** The Tenant agrees to be responsible for guests and other occupants that are at the Unit and will be subject to eviction from the Unit for any such person using, selling, or possessing narcotics or marijuana at the Unit.

**D.** Tenant agrees Landlord has the right to pass onto the police any complaints or information received pertaining to the sale of illegal drugs at the Unit or within the Property.

**E.** If the Landlord receives information the Unit is being used to possess or sell narcotics or marijuana, the Tenant will permit an immediate inspection, in accordance with lawful procedures, of the Unit by the Landlord, accompanied by any agent, peace officer, or police officer the Landlord so chooses.

**F.** Should probable cause exist for the issuance of a search warrant of the Unit, based upon the activities of the Tenant, members of the immediate family or guests of Tenant, whether or not narcotics or marijuana are actually found as a result of the warrant, and damage occurs to the Unit as a result of the execution of this warrant, the Tenant shall be jointly and severally liable with the person whose actions caused or precipitated the issuance of such search warrant, to the Landlord for all damages to the Unit caused by the lawful search.



**G.** The Tenant is not allowed to make any alterations to the Unit without written consent from the landlord. Fortification of the Unit is not allowed. Expressly, prohibited are the installation of steel doors, barricaded doors, locks, windows or doors boarded and secured, small "slits" or peepholes consistent with those used to pass money and narcotics. Also prohibited is the removal of any locks, doorknobs, or signs posted on the Unit. Any alteration will entitle the Landlord to perform, without notice, any inspection of the Unit by the Landlord accompanied by any agent or police officer of the Landlord's choice.

**31. LANDLORD TENANT AGREEMENT IN PLACE OF SECURITY DEPOSIT**

If Tenant receives public assistance, Tenant will obtain a Landlord Tenant Agreement as a substitute for the Security Deposit. If the Tenant's public assistance grant terminates, the Tenant shall within fifteen (15) days make arrangements with Landlord for the payment of a Security Deposit.

**32. CHANGE IN SIZE OF DWELLING UNIT**

The Tenant has been assigned a unit of a certain size, based on the number of occupants listed on page one of this lease. If the Tenant's family size increases or decreases, entitling the Tenant to a different size unit, the Tenant agrees to transfer to the next available smaller or larger unit.

**33. ATTORNEY FEES**

If the Tenant shall at any time be in default and the Landlord brings a legal action or summary proceeding against the Tenant for the default, and prevails, the Tenant shall pay Landlord its reasonable attorney fees and other reasonable costs in enforcing its rights. If the Tenant prevails, the Landlord shall pay the Tenant's reasonable costs including attorney fees.

**34. The following listed documents are attached to this Lease as Exhibits. They are part of this Lease:**

- Exhibit A:** Summary of Tenant Rights and Obligations
- Exhibit B:** Income Certification/Lease Rider
- Exhibit C:** Move-In Inspection
- Exhibit D:** Schedule of Charges
- Exhibit E:** Rules and Regulations (including Pet Rules)
- Exhibit F:** Formula for Determination of Rent (added 8-30-07)

**SIGNATURES: The Tenant and the Landlord have each received identical copies of the lease; each copy signed and dated by both Landlord and Tenant.**

Landlord,  
Cedar Creek Housing, LLC  
By its Managing Agent,  
Ithaca Neighborhood Housing Services, Inc.

\_\_\_\_\_  
**TENANT**

\_\_\_\_\_  
**Name:**  
**Title:**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**EXHIBIT A**

**SUMMARY OF TENANT RIGHTS AND OBLIGATIONS**



**1. TERM OF REGULATION**

The building in which you live is a Low-Income Housing Credit Project which is subject to regulation by the New York State Division of Housing and Community Renewal (DHCR) and the United States Internal Revenue Service pursuant to U.S. Internal Revenue Code Section 42 (the "Statute"). The term of regulation began on the date that the Project was placed in service and ends on the earlier of the following dates (except as indicated in section 5(b)(2) below):

- A.) 30 years later; or
- B.) on the date the Project is acquired by foreclosure or an instrument in lieu of foreclosure; or
- C.) one year after DHCR's receipt of Recipient's written request for a Qualified Contract for the purchase of both the non-low income portion of the building for fair market value and the low-income portion of the project, if DHCR has failed to present such a Qualified Contract during the one year period. Such a request may be made at any time after the Project has been in service as a Qualified Low-Income Building for a period of fourteen (14) years.

**2. AVAILABILITY OF THE AGREEMENT/RENT DISCLOSURE**

The Landlord must attach a copy of this Summary to all leases for regulated units and must give a copy of the entire agreement to any person who requests a copy. The Landlord must disclose the restricted rent for a regulated unit to a prospective tenant prior to the signing of a lease for that unit.

**3. RETALIATION PROHIBITED**

The Landlord cannot retaliate against any tenant or lawful occupant of the Project who notifies DHCR of alleged violations of this Summary or the Agreement.

**4. ANNUAL INCOME CERTIFICATION REQUIRED**

Prior to all occupancy, and on an annual basis, you must submit a statement regarding your income and the income of all other persons occupying your unit (or intending to occupy the unit as the case may be) and any other information and/or documentation necessary to verify the information contained in that statement.

**5. RIGHTS TENANTS MAY ENFORCE IN ANY NEW YORK STATE COURT**

Any person whose income makes them eligible to rent a low-income unit in the Project can enforce the rights listed below in any New York State Court. You do not have to be a tenant in the development project to enforce these rights. These rights are secured by a regulatory agreement between DHCR and the owner of the project which is recorded in the Tompkins County Clerk's Office at Book \_\_\_\_\_ of [Deeds] [Mortgages] Page \_\_\_\_\_ (the "Agreement").

**6. AVAILABILITY OF UNITS TO PERSONS OF LOW INCOME**



The project must contain thirty-nine(39) dwelling units of which thirty-nine (39) must be occupied by persons or families whose incomes at the time of initial occupancy do not **exceed 50%** of the "Area Median Gross Income." The Area Median Gross Income is an amount established by the U.S. Department of Housing and Urban Development.

If any unit of the low income portion of the project is occupied by Qualifying Tenant(s) at the time of initial occupancy, and such Qualifying Tenants income should subsequently exceed 140% of the applicable income limit, the Recipient shall, after such determination of income, rent the next available residential unit of comparable or smaller size in the Project to a person or family whose income meets the requirements of paragraph 1 above.

The Applicable Fraction (as defined in Section 42(c)(1) of the Statute) for the building shall not be less than 100%.

You can not be refused a unit because of your status as a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937.

#### **7. EVICTIONS/RENT INCREASES**

You and the other lawful occupants of your Unit can not be evicted or otherwise have your tenancy terminated for other than good cause, nor can the landlord increase the rent for your Unit except as permitted by the Statute.

In the event that regulation of the project is terminated pursuant to Section 1(B) or 1(C) of this summary, no tenant residing in any low-income unit in the Project may be evicted except for good cause, nor can the new landlord increase the rent for your Unit before the close of the three (3) year period following a termination of this agreement pursuant to subsections 1(B) or 1(C) above.



**EXHIBIT B**

**INCOME CERTIFICATION/LEASE RIDER**

Tenants:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Effective Date of Lease Rider: \_\_\_\_\_ Move-In Date: \_\_\_\_\_

**RESIDENT CERTIFICATION:**

The undersigned hereby certify and agree as follows:

1. **Income Certification.** I have reported all sources of income and assets to the owner and the total annual gross income from all sources is \$ \_\_\_\_\_.
2. **False Statements.** If my income certification and/or any lease application submitted by me is false, the landlord will have the right to terminate my lease and recover possession of my Unit.
3. **Regularly Scheduled Re-certifications:** The household income, household composition and other eligibility requirements shall be deemed substantial and material obligations of a Tenant's tenancy and right of occupancy. Within 75 to 90 days before the anniversary of the lease, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required for the purpose of determining the Tenant's eligibility as a low-income tenant, under Code Section 42. In addition, the Landlord may request the Tenant to report such information at other times as may be necessary or desirable to assure eligibility of the Tenant under Code Section 42.

The Tenant agrees that he/she shall provide accurate statements of this information and to do so by the date specified in the Landlord's request.

If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may terminate the lease, except as may be prohibited by the Code Section 42 or other applicable law.

4. **Student Status:** The tax credit program requirements state that full-time students must meet certain eligibility requirements to be qualified. Therefore, if any member of the household becomes a full-time student during the lease period or their current full-time student status changes, the Resident must immediately notify the Agent. At such time, the Resident's continuing compliance to requirements must be reviewed. If it is determined that the Residents no longer qualifies for a tax credit-qualified unit, Resident will have 30 days to vacate the unit.

Tenant's Signatures:

|       |             |
|-------|-------------|
| _____ | Date: _____ |
| _____ | Date: _____ |
| _____ | Date: _____ |

**OWNER CERTIFICATION:**



Based on the representation of the applicant/tenant regarding income and assets and the verification of such representations, the household constitutes an eligible low income unit under the provisions of Section 42 of the Internal Revenue Code, as amended.

1. The annual household income for the tenant household does not exceed the current tax credit income limit of \$\_\_\_\_\_.

**OR**

2. The annual household income for the tenant household exceeds the current tax credit income limit of \$\_\_\_\_\_ however, the Unit remains eligible because:
  - a. the household was tax credit eligible at initial occupancy and;
  - b. the owner agrees to lease the next available unit only to a household whose income does not exceed the tax credit income limit.

Owner By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE



# Exhibit D: Schedule of Charges

## RIDER #5 SCHEDULE OF CHARGES

the following prices for repairs and/or replacements are representative estimates based on current costs. Actual cost may vary due to the extent of damage and/or changes in the price of required materials and labor.

**APPLIANCES**

**Refrigerator:**

|                 | <u>Amount</u>      |
|-----------------|--------------------|
| Replacement     | \$450              |
| Repair          | \$40/hr plus parts |
| Crisper Drawers | \$30               |

**Stove (electric):**

|                        |         |
|------------------------|---------|
| Replacement            | \$275   |
| Broiler elements       | \$70    |
| Top elements           | \$55    |
| Switches (thermostats) | \$55-80 |

**Bathroom Sink (replacement):**

\$80

**Toilet (replacement):**

\$150

**Medicine Cabinet:**

|                                  |       |
|----------------------------------|-------|
| Replacement                      | \$125 |
| Large Mirror                     | \$75  |
| Small mirror doors               | \$25  |
| Towel racks, Tissue holder, etc. | \$25  |

**Kitchen Cabinet Replacement:**

|  |            |
|--|------------|
| Complete replacement using existing plumbing | \$1,125    |
| Sectional replacements                       | \$225 each |
| Smoke detectors hardware                     | \$30       |

**FIXTURES:**

|                  |      |
|------------------|------|
| Bathroom lights  | \$75 |
| 14" round globes | \$35 |
| 6" round globes  | \$15 |

**SCREENS:**

|                                      |         |
|--------------------------------------|---------|
| Window Screens – depending upon size | \$21-75 |
|--------------------------------------|---------|

**WINDOWS:**

|             |              |
|-------------|--------------|
| Living Room | market value |
| Kitchen     | market value |



|               |              |
|---------------|--------------|
| Small bedroom | market value |
| Large bedroom | market value |

**FLOORS:**

|                        |              |
|------------------------|--------------|
| Floor tile replacement | \$500        |
| Carpet replacement     | market value |
| Cleaning               | \$50-90      |

**DOORS:**

|                                      |       |
|--------------------------------------|-------|
| Standard bedroom doors               | \$100 |
| Exterior doors – complete with frame | \$450 |
| Closet doors                         | \$90  |
| Storm doors                          | \$250 |

**CLEANING COSTS:**

|                        |         |
|------------------------|---------|
| Refrigerator           | \$30    |
| Stove                  | \$30-55 |
| Sink                   | \$10    |
| Bathtub                | \$25    |
| Toilets                | \$10    |
| Cleaning general areas | \$20/hr |
| Carpet per room        | \$30    |

**DECORATING/PAINTING:**

|                                    |                 |
|------------------------------------|-----------------|
| General Labor                      | \$30/hr + parts |
| Plaster holes in wall              | \$30/hr         |
| Wallpaper or contact paper removal | \$30/hr         |
| Contractor labor                   | market value    |

**LOCK OUTS:**

|                             |      |
|-----------------------------|------|
| During Business Hours       | \$15 |
| Holidays/non-business hours | \$30 |

**MISCELLANEOUS:**

|                |           |
|----------------|-----------|
| Change of lock | \$60/lock |
| Fumigating     | \$40/unit |



I / We have read these prices for repair or replacement and understand what they mean.  
I / We understand and agree that this document is a formal part of the lease.

Date: \_\_\_\_\_ Signature(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SAMPLE



## EXHIBIT E

### HOUSE RULES AND REGULATIONS

1. The Tenant may not make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.
2. **Housekeeping Inspection:**  
The Tenant will permit the Managing Agent and/or a representative of the Landlord to inspect the Unit on a quarterly basis. The Tenant will be informed in writing as to the time and date of the inspection. An inspection report will be left at the Unit or delivered to the Tenant.
3. **Pet Rules:**  
The Tenant shall not keep or harbor any animals in the Dwelling Unit except for Seeing Eye or hearing assistance dogs needed by a member of the Tenant's household or a guest.
4. The Tenant shall have electric and gas put in their name prior to occupancy and shall pay in a timely fashion for electricity and gas used in the Unit as determined by the meter assigned to the Unit.
5. The Tenant will not violate any law, governmental rule or regulation affecting the Unit or the building, or any rule or regulation of the NY Board of Fire Underwriters, and similar agencies. If Tenant causes Hale Court, L.P. insurance premiums to be increased, Tenant will pay the amount of such increase.
6. The Tenant will not keep dangerous weapons of any kind.
7. The Tenant will not leave the Unit unoccupied unless the Tenant gives notice to the Landlord as required in paragraph 8B.
8. Whenever damage is caused to the building or the Unit by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay the cost of all repairs and to do so within 30 days after receipt or Cedar Creek Housing, LLC may seek a court judgment for the amount due.



## EXHIBIT F

### 1. PURPOSE

This Appendix sets forth how your monthly rent will be determined, and the circumstances under which your Monthly Rent set forth on page 1, #6 of your lease may increase or decrease.

### 2. BASIC FACTORS

There are four basic factors which are used to calculate Monthly Rent:

#### **Basic Rent**

Basic Rent for the unit is \$ \_\_\_\_\_. Basic Rent is the amount of rent necessary to pay the expenses of the project.

#### **Market Rent**

Market Rent for the apartment is \$ \_\_\_\_\_. Market Rent is the amount of rent that would have to be charged if the Housing Trust Fund Corporation had not subsidized the development of your unit. If the operating expenses of the project increase Market Rent may be increased accordingly.

#### **Tenant's Household Income**

This is the combined income of all persons residing in the unit.

#### **Shelter Allowance**

Shelter Allowance is the amount that the local Department of Social Services will pay for rent.

### 3. INCREASES IN RENT (AFTER 30 DAYS NOTICE)

- A. Unless your Monthly Rent is based on Shelter Allowance, Your Monthly Rent may increase if Basic Rent increases due to increases in operating costs of the project that your unit is in. Your Monthly Rent will be the amount stated on page 1, #6 of the lease or Basic Rent, whichever is more.
- B. Your Monthly Rent may increase if your Household's Income increases but not unless your Household's Income increases above public assistance level. If your Household's Income increases, your Monthly Rent will adjust to 30% of your Household's income (less an allowance for certain utilities you may pay for). Your Monthly Rent will not be increased above Market Rent, but will not be less than Basic Rent.
- C. If your Monthly Rent is based on the Shelter Allowance, and the Shelter Allowance is increased, Monthly Rent will be increased to the new Shelter Allowance amount.
- D. If you or any member of your household is receiving a rent subsidy, and that rent subsidy increases, your rent may be increased accordingly at the discretion of the Landlord.



4. **DECREASES IN RENT**

You are not entitled to decreases in rent based on decreases in income or decreases in rent subsidies, however, you should report such decreases to the Landlord. The Landlord may decrease your rent if:

- A. If any such rent subsidy you are receiving is decreased. Your Monthly Rent may be decreased accordingly at the discretion of the Landlord but will not be less than Basic Rent.
- B. If the tenant's income is significantly reduced. Your Monthly Rent may be decreased accordingly at the discretion of the Landlord, but will not be less than Basic Rent.

5. **IMMEDIATE INCREASE FOR FAILURE TO PROVIDE INFORMATION, FALSE INFORMATION**

If tenant fails to provide information, or falsifies information required to be furnished to the Landlord under this lease, rent will immediately increase to Market Rent. Tenant further understands that she/he will be required to pay the difference between rent paid and Market Rent, if incomplete or false information was previously supplied.

SAMPLE

