

ADDENDUM TO RENTAL AGREEMENT

Occupancy Of A Dwelling Unit By An Ineligible Tenant

Tenant acknowledges that Tenant and/or the Tenant's household do not meet the HUD eligibility criteria for residency in this apartment project because

Landlord has, however, granted Tenant permission to occupy the dwelling unit identified in the Rental Agreement of even date herewith even though ineligible. Tenant acknowledges that, due to this ineligibility, certain additional limitations are imposed. Accordingly, the Rental Agreement is amended as follows:

- 1) It is acknowledged that the initial term will run for twelve months as indicated in Section 2 of the Rental Agreement. However, during the course of either the initial term or any renewal term thereafter, if an eligible tenant is or becomes available to occupy the unit now occupied by Tenant, it is understood and agreed, notwithstanding any other provision of the Rental Agreement, that upon 30 days written notice to the Tenant from the Landlord, the Tenant and Tenant's household shall vacate the unit on or before the date designated by Landlord in its written notice.
- 2) If the reason for Tenant's ineligibility indicated above is due to the fact that Tenant and Tenant's household are occupying a unit that is smaller than would be required to comply with established occupancy standards, and if a suitably-sized unit becomes available within the project during the initial term or any renewal term of the Rental Agreement, Tenant will be given an opportunity to transfer to such unit. All expenses involved in the transfer will be the responsibility of the Tenant. The Tenant agrees to either complete the transfer within 30 calendar days after the Landlord delivers written notice advising the Tenant that a unit of the required size is available within the project or the Tenant may remain in the smaller unit and pay the HUD approved market rent. Tenant further agrees that Tenant's rental rate will change, when appropriate, to the rental rate of the unit into which the Tenant moves and that Tenant's Rental Agreement will be modified accordingly.
- 3) If the reason for Tenant's ineligibility indicated above is due to the fact that Tenant and Tenant's household are occupying a unit that is

larger than would be required to comply with established occupancy standards, Tenant agrees that notwithstanding the terms of the Rental Agreement, that Tenant and Tenant's household are only conditionally permitted to occupy the larger unit until such time as Landlord delivers a written notice advising the Tenant that the Tenant and Tenant's household must transfer to the vacant, suitably-sized unit within the project. Upon receipt of this notice, Tenant agrees to complete his/her transfer within 30 calendar days at Tenant's sole expense. If Tenant remains in the larger unit upon expiration of the 30 calendar days, in addition to all other remedies the Landlord may have, Landlord may require Tenant to pay the HUD approved market rent on the larger unit effective on the initial day of Tenant's holdover. Tenant further agrees that Tenant's rental rate will change, when appropriate, to the rental rate of the unit into which the Tenant moves and that Tenant's Rental Agreement will be modified accordingly.

The Landlord does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

This ADDENDUM is to be considered an integral part of the Rental Agreement upon the signatures of the parties below, this the _____ day of

_____, _____.

TENANT

TENANT

LANDLORD

BY: _____
Authorized Representative

TITLE