

RIDER TO APARTMENT LEASE – HOME PROGRAM (IHDA)

This Rider is attached to and made a part of that certain Lease dated _____, 20____, (“Lease”) between _____ (“Tenant”) and _____ (“Owner”) for unit ____ (“Unit”) at _____, Illinois (“Property”). Owner acknowledges and agrees that the Unit is governed by the HOME Investment Partnerships Program in Illinois, established pursuant to Title II of the National Affordable Housing Act of 1990, 42 U.S.C. Section 12701 *et seq.*, and the rules and regulations promulgated thereunder, all as amended from time to time (“HOME Program” or “HOME”). In the event of any inconsistency between the terms of this Rider and the terms of the Lease, the terms of this Rider shall govern and control.

A. Notwithstanding anything to the contrary that may be contained in the Lease:

1. The lease term for a HOME-assisted unit must be for at least one year, unless the Tenant and the Owner mutually agree upon a shorter term.
2. The rent is subject to the rent restrictions of the HOME Program. The initial rent for this Unit is \$_____.
3. The Owner retains the right to adjust rents, in accordance with the HOME rent limits and Tenant agrees to pay any additional amounts as required. The rent for Tenants whose incomes exceed the HOME 80% income limits may increase.

Rent adjustments may be made annually upon renewal of the Lease term on 45 days prior written notice to the Tenant, or otherwise as may be required by HOME Program regulations. The notice from the Owner to the Tenant shall state the amount of the increase, the new monthly amount Tenant is to pay, the effective date of the increase, reasons for the increase and that the Tenant may request to meet with the Owner if the Tenant so requests. Tenant may, by giving Owner 30 days advance written notice, terminate the Lease prior to the effective date of the increase.

4. Tenant agrees that income, family composition and other eligibility requirements shall be deemed substantial and material in determining the obligations of Tenant’s tenancy with respect to the amount of rent due under the Lease and Tenant’s right of initial tenancy.

Tenant agrees that a recertification of income, family composition and other eligibility requirements shall be made to Owner at least once every year from the date of the Lease or less frequently upon written approval of Owner provided, however, that Tenant shall be re-certified at any time at the Tenant’s request. Tenant agrees that Owner may divulge the information received to Illinois Housing Development Authority (“IHDA”). Tenant acknowledges that Owner and IHDA have the right to seek verification of all representations made by Tenant during re-certification.

Tenant’s failure to cooperate in the income recertification process will constitute a violation of the Lease. Deliberately providing false information can result in termination of the Lease.

5. Owner may choose to terminate the lease or not to renew a Tenant’s lease for “good cause” (as defined below). The Owner must give the Tenant a written notice at least 30 days before the Tenant must vacate the Unit. The following constitute “good cause”:

- a. Tenant's substantial breach of or material noncompliance with the terms of the Lease, including serious and repeated violations of the terms of the Lease;
 - b. Tenant's failure to carry out obligations under any applicable Federal, State or local laws;
 - c. completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or
 - d. "other good cause", which includes but is not limited to, (i) Tenant's refusal to accept the Owner's proposed changes to the Lease, or (ii) Tenant's breach of the terms of the Lease if such breach is not a substantial breach or a material non-compliance with the terms of the Lease, or is not a material failure to carry out obligations under any applicable Federal, State or local laws. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.
6. Owner retains the right to inspect, and permit IHDA and HUD to inspect, HOME-assisted units annually during the affordability period. Tenants must receive at least a 24 hour notice prior to a scheduled inspection.
 7. If the Unit was constructed prior to 1978, Owner is required to provide Tenant with the notice required by the Lead-Based Paint Poisoning Prevention Act 42 U.S.C. 4821-4846 and its regulations, 24 C.F.R. part 35. The notice is to be given to Tenant prior to the signing of the Lease. The notice is to include a statement that the Property may contain lead-based paint, a description of the hazards of lead-based paint, the symptoms and treatment of lead-based poisoning and precautions to be taken to avoid lead-based poisoning.
 8. In the event that Owner leases an accessible unit at the Property to a non-disabled Tenant, and during the term of such Tenant's lease, an applicant that requires accessible features applies and is otherwise eligible for tenancy, the non-disabled Tenant may be moved into a unit at the Property of the same size.
 9. Owner shall not discriminate against Tenant in the provision of services, or any other manner, on the grounds of race, color, religion, sex, age, national origin, handicap, marital, familial status, and military discharge as per State of Illinois law. Owners of developments in the City of Chicago shall not discriminate based on additional protected classes of parental status, sexual orientation and lawful sources of income. Owners of developments in the Cook County shall not discriminate based on an additional protected class of housing status (as defined in the Cook County Human Rights Ordinance).
 10. Tenant is not allowed to keep a pet in the Unit or at the Property unless the rules or regulations of the Owner permit pets, or if Tenant is permitted to keep a pet in the Unit pursuant to applicable laws. The Owner may require the Tenant to pay an additional sum, to be included in Tenant's security deposit, which is reasonable in relation to the potential damage that may be caused by the pet. Tenant shall promptly pay the additional sum upon written notice from Owner. In no event shall the additional amount to be deposited as part of the security deposit due to keeping a pet exceed \$300.00. Notwithstanding the foregoing, Owner shall provide reasonable accommodation to a Tenant for keeping of a service animal (as that term is defined in the Americans with Disabilities Act), including, without limitation, waiving of any applicable additional deposit.

11. If Tenant does not pay the full amount of the rent by the end of the 6th day of the month, the Owner may collect a fee of no more than \$5.00 plus \$1.00 per day thereafter; up to a reasonable maximum amount, unless a specific maximum is specified by the rules and regulations applicable to a funding source to which the Lease is subject, including without limitation, the HOME Program. Further, the Owner may elect to collect a fee of \$25.00 as additional rent for any dishonored payment.
- B. Further notwithstanding anything to the contrary in the Lease, the Lease may not contain the following provisions:
1. Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the Lease;
 2. Agreement by the Tenant that the Owner may take, hold, or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the housing unit after the Tenant has moved out of the unit. The Owner may dispose of this personal property in accordance with State law;
 3. Agreement by the Tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
 4. Agreement of the Tenant that the Owner may institute a lawsuit without notice to the Tenant;
 5. Agreement by the Tenant that the Owner may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 6. Agreement by the Tenant to waive any right to a trial by jury;
 7. Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the Lease;
 8. Agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses; or
 9. Agreement by the Tenant (other than a Tenant in transitional housing) to accept supportive services that are offered.
- C. In addition to the foregoing, by signing this Rider, Owner certifies that the Lease is compliant with the HOME Program.

[SIGNATURE PAGE TO FOLLOW]

OWNER:

By: _____

TENANT:

By: _____

By: _____

By: _____