

RESIDENT NOTIFICATION LETTER

As a resident of _____ (name of property), a property funded under the Low Income Housing Tax Credit Program (HTC Program), you have certain rights as stated in your lease, which includes the attached Lease Rider. Your landlord must follow federal and state rules for the HTC Program. In the event of any conflict between the Lease Rider and other terms of your lease, the Lease Rider controls.

Good cause protection: One of the important protections provided by federal law is that you cannot be evicted from your home or have your tenancy terminated without good reason or “good cause.” Your landlord may not evict you or terminate your tenancy (including refusing to renew your lease or to enter into a new lease on substantially the same terms) without good cause. Good cause is (a) serious or repeated violation(s) of the material terms and conditions of your lease. The landlord must state, in writing, the good cause in any eviction, lease non-renewal or termination of tenancy notice. If you did not do what your landlord claims in the notice, or if you think it was not serious enough for your lease to be terminated or not renewed, you can ask the landlord if there is an appeal process. If there is no appeal process, you may request that the termination be retracted and discuss your reasons why. If you receive a notice of eviction, you have a right to contest the eviction in court by explaining to the judge why you disagree with the reasons for terminating your lease. Visit www.lawhelpmn.org to see if you qualify for free or low-cost legal assistance.

Rent increases: Your landlord may not increase the amount of tenant-paid rent stated on your lease more than once annually and the landlord must provide you with a 120-days’ notice if your rent will increase by more than 5%.

Lease Rider: The attached Lease Rider should already be signed by your landlord. You and all members of your household age 18 or older must also sign the Lease Rider in order to make it part of your lease.

The Lease Rider needs to be signed each time you sign a new lease. If at any time additional adult household members enter the unit or a child who lives in that unit turns 18, they should add their signature to the existing Lease Rider with the current date.

Violence Against Women Act: Your landlord also has a legal obligation to comply with the statutory requirements found in Section 601 of the Violence Against Women Reauthorization Act of 2013 (VAWA).

Under VAWA, you may not be denied admission, denied assistance, terminated from participation, or evicted on the basis that you are or have been a victim of domestic violence, dating violence, sexual assault or stalking, if you otherwise qualify for admission, assistance, participation or occupancy.

You should have received the following when you were approved for occupancy or at some time during your occupancy:

- HUD Form 5380 – Notice of Occupancy Rights under the Violence Against Women Act; and
- HUD Form 5382 – Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation.

The landlord must also include these documents with any notice of eviction, lease non-renewal or termination of tenancy. You should have also signed a VAWA Lease Addendum and Minnesota Housing Attachment.

If you have any questions concerning this matter, please contact your resident manager, _____, or your landlord at _____ (phone and email).

Sincerely,

Property Representative Name (print and sign)

Date



LOW INCOME HOUSING TAX CREDIT LEASE RIDER

(attach to resident lease)

Property Name: _____

Building/Unit #: _____

Head of Household Name: _____

The Lease dated _____ is hereby amended by adding the following provisions:

1. Owner/Landlord may not evict or terminate the tenancy (including refusing to renew this Lease or refusing to enter into a new lease on substantially the same terms) except for good cause. Good cause means (a) serious or repeated violation(s) of the material terms and conditions of the Lease. Any eviction, lease non-renewal or termination of tenancy notice must be in writing and must state the specific violation(s). The notice must comply with all requirements of local, state, and federal law, including the requirements of the federal low-income housing tax credit program and other applicable programs.
2. Owner/Landlord may not increase the lease rent more than once in a twelve month period, regardless of the term of the Lease.
3. A rent increase greater than 5% is not effective unless and until Owner/Landlord provides 120-days' notice in writing to tenant. If Owner/Landlord fails to provide proper notice, Owner/Landlord must return or credit, at tenant's election, any amounts collected in connection with the ineffective rent increase.

To the extent that any terms contained in the Lease or any other agreement between the owner and the tenant contradict the terms of this Lease Rider, the provisions of this Lease Rider shall control.

By signing below, I indicate my consent to this Lease Rider:

Property Representative Name (print)

(signature)

Date

By signing below, I indicate my consent to this Lease Rider. I/we have been given a copy of this Lease Rider:

Resident Name (print)

(signature)

Date

Resident Name (print)

(signature)

Date

Resident Name (print)

(signature)

Date