

Dear Resident:

As a Resident of _____ a development funded under the Low Income Housing Tax Credit program, you have certain rights stated in your Lease and the Lease Rider attached. Your landlord must follow the federal and state rules for the Housing Tax Credit Program. One of the important protections provided by federal law is that you cannot be evicted from your home without a good reason, or “good cause”.

Your landlord may not evict you or refuse to renew your lease without good cause. Good cause is generally serious or repeated violations of the terms of your lease. The landlord must state the good cause in any notice seeking to terminate your tenancy. If you contest the eviction, the landlord must then file a court action and prove the good cause to a judge.

Attached are a Notice and “Lease Rider” that outline the protections you can enforce. The attached Lease Rider should already be signed by your landlord. You and all members of your household aged 18 or older must also sign the Lease Rider and return it to your landlord by _____ (date).

The Lease Rider only needs to be signed at initial move-in. If at any time additional adult household members enter the unit or a child turns 18, they should sign the existing form with the current date. You may view the current Lease Rider Form at the following web site:

If you have any questions concerning this matter, please contact you Resident Manager at _____ or your landlord at Preservation Partners Management Group, 21515 Hawthorne Blvd., Suite 150, Torrance CA 91503, 310-802-6670.

Sincerely,

Property Representative Name (print)

(Property Name)

Date

Encl:

- (1) Lease Rider
- (2) Notice – Good Cause Eviction Protection.

LOW INCOME HOUSING TAX CREDIT LEASE RIDER

Property Name: _____ **Unit #** _____

Household Name: _____

Dear Resident or Applicant:

The owner(s) of this property rents residential units under the federal Low-Income Housing Tax Credit Program (the “program”) administered by the state of _____ Tax Credit Agency. Under the program, the owner has agreed to rent some or all of the units in the property to low-income households and restrict the rents for those units. Another protection provided by federal law is that Low Income Tenants may not be evicted without good cause. The following Lease Rider is an important part of ensuring your rights to good cause for eviction.

The Lease or Rental Agreement dated _____ is hereby amended by adding the following provision:

Lease Rider: Good Cause for Eviction or Nonrenewal of the Lease

Owner may not terminate the tenancy or refuse to renew the Lease or rental agreement of a Low Income Tenant except for good cause, including a serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State, or local law. To terminate the tenancy or refuse to renew the Lease, the Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least 30 days before the termination of tenancy, and must comply with all requirements of _____ law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Owner.

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

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

Property Representative Name (Print)	Signature	Date
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By signing below, I indicate my consent to this Lease Rider. I/we have been given a copy of this Lease Rider.

Resident or Applicant Name (Print)	Signature	Date
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Resident of Applicant Name (Print)	Signature	Date
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Resident or Applicant Name (Print)	Signature	Date
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NOTICE – GOOD CAUSE EVICTION PROTECTION

As a resident in a “Housing Tax Credit Program” rental unit, you have a right to continue living in your rental unit unless you do something that gives your landlord “good cause” to evict you. This notice provides basic information about your rights.

Why are you being notified of your right against eviction with “good cause”?

The federal law that created the Housing Credit Program requires this protection. The Tax Credit Agency requires your landlord to notify you and amend your lease. You and your landlord must also sign the “Lease Rider” to make this important resident protection part of your lease. This “Lease Rider” has already been signed by your landlord and should be attached to this notice for your signature.

What is “good cause” for your landlord to evict or to terminate your tenancy?

There is no specific list of “good cause” to evict residents. Rather, this matter has been left to the courts to decide and define. However, your landlord would have “good cause” if you commit a serious or repeated violation of the significant terms of your lease. Some examples of what might be considered good cause are failure to pay rent on time, failure to cooperate with legal recertification requirements, and engaging in illegal activity on the premises.

Can your landlord refuse to renew your lease without showing good cause?

No, the owner must have good cause for any eviction or termination of tenancy, including a refusal to renew your lease when it expires.

What if your lease does not yet include protection against being evicted without “good cause”?

Even if your lease does not state this protection, you have the right NOT to be evicted without “good cause.” To strengthen this protection, you should immediately sign and return the “Lease Rider.”

What procedures must the landlord follow to evict me or terminate my tenancy?

Before your tenancy can be terminated, your landlord must give you a written notice of the reasons – the “good cause” – that is specific enough for you to present a defense if you wish. You do not have to move out after the notice if you believe there is no good cause. Whether you agree or disagree with the notice, you should never ignore it. If you choose to stay and contest the eviction, the landlord must file and serve you with a court action, called an “unlawful detainer.” This court action must be based on the same good cause stated in the notice. You have the right to show why there is not good cause at a hearing in court. The judge will then decide whether the landlord has shown good cause. You only have to leave the premises if the court orders you to do so.

IMPORTANT! If you receive an eviction notice or court papers, you should contact an attorney immediately for legal advice.

Who should you contact if you have more questions?

Please contact your resident manager, local legal services office, local housing rights organization, or a private attorney.