



# **Landlord Rental Repair Program (LRRP)**

# **Landlord Handbook**

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**2019 Edition**

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## Table of Contents

Overview	1
Reimbursement of Landlords	1
Guidelines to Selecting Program-Approved Tenants	3
LRRP Income Limits and Maximum Rent Levels	4
FY 2019 80% Area Median Income (AMI) Limits for the Nine Counties	4
FY 2019 80% Area Median Income (AMI) Limits for Counties with LRRP Applicants Outside of the Nine Counties	4
2018-2019 Rent Schedule for the Nine Counties	5
2018-2019 Rent Schedule for Counties with LRRP Applicants Outside of the Nine Counties	5
Tenant Displacement Policy	6
Section 414 of the Stafford Act and Date of Storm (DOS) Tenants	7
Selecting Tenants with Housing Vouchers	7
Tenant Income Verification	8
Income Certification	10
Certification of Undocumented Income	11
Certification of No Income	12
Privacy Act Statement	13
Initial Lease and Lease Renewal Requirements	14
Landlord Rental Repair Program Residential Lease Agreement	16
Landlord Rental Repair Program Lease Addendum	23
Tenant Race and Ethnic Data Reporting	26
Rental Tenant Demographic Survey	27
Tenant Citizenship Declaration	28

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## Overview

The New Jersey Landlord Rental Repair Program (hereinafter the “Program” or “LRRP”) is designed to increase the availability of affordable rental housing through restoring small rental properties that were damaged by Superstorm Sandy. In addition to increasing the supply of affordable rental housing in areas that were damaged by the storm, the Program will also serve to help revitalize damaged neighborhoods by transforming blighted vacant buildings into newly renovated rental properties. The Program will help Landlords whose residential rental housing properties were damaged by Superstorm Sandy, enabling them to offer rental housing at affordable rates to low- to-moderate income households and contribute to the local economy. The Program is administered by the New Jersey Department of Community Affairs(DCA).

The funding for the Program is provided by the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant – Disaster Recovery (CDBG-DR) appropriation. The Federal Emergency Management Agency (FEMA) provided important data about the storm damage in the communities where the Program will be implemented. The New Jersey CDBG-DR Superstorm Sandy Action Plan described the designation of \$70,000,000 of the \$1,829,520,000 of CDBG-DR grant funds to be made available for LRRP for the rehabilitation of storm-damaged rental properties. At least 70% of the LRRP funds must be used to repair damaged rental properties located in the nine most affected counties (Atlantic, Bergen, Cape May, Essex, Hudson, Middlesex, Monmouth, Ocean, and Union).

The purpose of this handbook is to provide additional information to Landlords about the process of renting properties to tenants and to provide the forms by which the incomes of eligible households will be evaluated for compliance necessary for LRRP-assisted properties.

## Grant Payments to Landlords

The following categories describe the two scenarios and the process for Landlords to receive payment who have started or completed repairs to their properties prior to their LRRP application date, as well as those who require construction after their grant award.

### ***Pathway A: Completed Unit(s) Prior to the LRRP Application – Reimbursement Payment Only***

Landlords in Pathway A must have fully completed their required rehabilitation and elevation (as applicable) prior to the date of application in order to be under this category. The property owner has completed reconstruction, rehabilitation, and/or elevation (as applicable) and requests reimbursement for costs that were already incurred to complete the unit(s) prior to the date of application. The unit(s) may be occupied but must be occupied by an eligible low-to-moderate income tenant, if work was completed by the application date.

### ***Pathway B: Landlord-Led Construction Management***

Pathway B includes Landlords who wish to complete their work with their selected contractor. Landlords in this category may have some work done prior to the application date, which is eligible for reimbursement, but have not completed reconstruction, rehabilitation and/or elevation (as applicable) and, therefore, require construction grant funds. A final grant payment is issued upon proof of completion of the reconstruction, rehabilitation and/or elevation (as applicable) activity.

## Fair Housing and Tenant Outreach

To receive a LRRP award all affordable units receiving funding on the property must be occupied by income-eligible tenants. Because the Program is federally funded, owners who are awarded funds are required to comply with Federal Fair Housing laws and non-discriminatory practices. These laws prohibit housing discrimination on the basis of race, color, religion, sex, disability, family status, and/or national origin. These laws also protect people from harassment and protect those who help others exercise their freedom to choose the neighborhood where they live.

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Tenant selection processes must be consistent with a number of Fair Housing requirements. Specifically, the tenant selection criteria, income certification process, and application forms must:

- Be consistent with the purpose of providing housing for low-to-moderate income families (families earning at or below 80% of Area Median Income).
- Be reasonably related to program eligibility criteria and an applicants' ability to perform the obligations of the lease.
- Not “discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of units on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis.”
- Use Fair Housing and Accessibility logos and language on applications, advertisements, and other outreach materials, and prominently display the address of the physical location where applications are accepted. Fair Housing and Accessibility logos can be obtained by copying the logos below, or through an internet search for the Fair Housing logo.



### **Affirmative Fair Housing Marketing Plan – Properties Five Units or More**

Landlords with properties that are five units or more are required to develop an affirmative fair marketing plan specifying their approach to marketing their property to the public. Form HUD 935-2 (12/2011) may be used by Landlords to meet this requirement. A copy of the form is available as part of the PDF version of this document or by visiting: <http://search.usa.gov/search?affiliate=housingandurbandevelopment&query=HUD+form+935-2a+%2812%2F2011%29>

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## Guidelines to Selecting Program-Approved Tenants

LRRP is not responsible for tenant screening. The Program evaluates tenant income in order to determine whether the applicant is income eligible to occupy a unit assisted through the Program.

There are multiple tenant selection criteria a property owner may use to screen applicants for rental housing. When making tenant selection decisions, all property owners must not discriminate against applicants for any reason. To avoid potential Fair Housing issues, it is recommended that property owners establish written tenant selection policies and follow them consistently for all applicants.

Below is an example of a tenant selection policy that provides a consistent and non-discriminatory process. Point values can be adjusted as needed and owners must establish a minimum threshold for applicant approval. This policy is not required but may be used at the property owner's discretion.

- Attached copies of identification to the application (driver's license and Social Security card):
  - Yes: 5 points
  - No: 0 points
- Filled out application entirely leaving no blanks:
  - Yes: 5 points
  - No: -5 points, grounds for rejection
- Able to provide:
  - a. Verification of previous address: Driver's license or utility bill: 5 points
  - b. Proof of income, employment (pay stub): 5 points
- Able to pay full amount of security deposit:
  - Yes: 0 points
  - No: application rejected
- Monthly income = 3 x rent amount (i.e. \$1350 x 3 = \$4050/month or \$48,600/year):
  - a. 3 x or higher: 10 points
  - b. 2 x or below: application rejected, co-signer considered
- Stable income or employment:
  - a. For 3+ years: 5 points
  - b. 1-3 years: 3 points
  - c. 0-1 year: 0 points
- Credit history:
  - a. Score 650 and above: 5 points
  - b. Score 600-649: 2 points
  - c. Below 600: 0 points
  - d. Collections: -5 points
  - e. Bankruptcy: -10 points
- At current address for a minimum of:
  - a. 1 year: 3 points
  - b. 1+ years: 5 points
  - c. Less than 1 year: -5 point

## LRRP Income Limits and Maximum Rent Levels

Detailed below are the maximum income limits calculated by household size by the nine counties in the state that received the most damage as a result of Superstorm Sandy, as well as the maximum rent levels calculated by bedroom size. In addition, applicable income limits and maximum rent levels for the counties outside of the nine most impacted counties are included below. The methodology utilized for the LRRP does not require that a utility allowance be subtracted from the maximum rent levels listed below.

Note that 70% of LRRP program funds must be spent within the nine most impacted counties indicated below.

### FY 2019 80% Area Median Income (AMI) Limits for the Nine Counties\*

Department of Community Affairs Sandy Recovery Division

COUNTY	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Atlantic	\$43,050	\$49,200	\$55,350	\$61,500	\$66,450	\$71,350	\$76,300	\$81,200
Bergen	\$59,750	\$68,250	\$76,800	\$85,300	\$92,150	\$98,950	\$105,800	\$112,600
Cape May	\$46,850	\$53,550	\$60,250	\$66,900	\$72,300	\$77,650	\$83,000	\$88,350
Essex	\$56,350	\$64,400	\$72,450	\$80,500	\$86,950	\$93,400	\$99,850	\$106,300
Hudson	\$51,350	\$58,700	\$66,050	\$73,350	\$79,250	\$85,100	\$91,000	\$96,850
Middlesex	\$66,300	\$75,750	\$85,200	\$94,650	\$102,250	\$109,800	\$117,400	\$124,950
Monmouth	\$57,300	\$65,500	\$73,700	\$81,850	\$88,400	\$94,950	\$101,500	\$108,050
Ocean	\$57,300	\$65,500	\$73,700	\$81,850	\$88,400	\$94,950	\$101,500	\$108,050
Union	\$56,350	\$64,400	\$72,450	\$80,500	\$86,950	\$93,400	\$99,850	\$106,300

### FY 2019 80% Area Median Income (AMI) Limits for Counties with LRRP Properties Outside of the Nine Counties\*

Department of Community Affairs Sandy Recovery Division

COUNTY	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Burlington	\$50,550	\$57,700	\$64,900	\$72,100	\$77,900	\$83,650	\$89,450	\$95,200
Camden	\$50,550	\$57,700	\$64,900	\$72,100	\$77,900	\$83,650	\$89,450	\$95,200
Cumberland	\$37,700	\$43,100	\$48,500	\$53,850	\$58,200	\$62,500	\$66,800	\$71,100
Morris	\$56,350	\$64,400	\$72,450	\$80,500	\$86,950	\$93,400	\$99,850	\$106,300
Somerset	\$66,300	\$75,750	\$85,200	\$94,650	\$102,250	\$109,800	\$117,400	\$124,950

**\*NOTE:** Revised June 2019. HUD has approved the use of uncapped income limits for New Jersey. These are incorporated above. The income limits were adjusted to the nearest \$50 range.

## 2019 Rent Schedule for the Nine Counties

Department of Community Affairs Sandy Recovery Division

COUNTY	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
Atlantic	\$1,076	\$1,153	\$1,384	\$1,599	\$1,784	\$1,969	\$2,030
Bergen	\$1,494	\$1,600	\$1,920	\$2,218	\$2,474	\$2,730	\$2,815
Cape May	\$1,171	\$1,255	\$1,506	\$1,740	\$1,941	\$2,142	\$2,209
Essex	\$1,409	\$1,509	\$1,811	\$2,093	\$2,335	\$2,577	\$2,658
Hudson	\$1,319	\$1,413	\$1,695	\$1,958	\$2,184	\$2,410	\$2,485
Middlesex	\$1,658	\$1,776	\$2,130	\$2,461	\$2,745	\$3,029	\$3,124
Monmouth	\$1,433	\$1,535	\$1,843	\$2,128	\$2,374	\$2,619	\$2,701
Ocean	\$1,433	\$1,535	\$1,843	\$2,128	\$2,374	\$2,619	\$2,701
Union	\$1,409	\$1,509	\$1,811	\$2,093	\$2,335	\$2,577	\$2,658

## 2019 Rent Schedule for Counties with LRRP Properties Outside of the Nine Counties

Department of Community Affairs Sandy Recovery Division

COUNTY	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
Burlington	\$1,264	\$1,353	\$1,623	\$1,875	\$2,091	\$2,308	\$2,380
Camden	\$1,264	\$1,353	\$1,623	\$1,875	\$2,091	\$2,308	\$2,380
Cumberland	\$943	\$1,010	\$1,213	\$1,401	\$1,563	\$1,724	\$1,778
Morris	\$1,409	\$1,509	\$1,811	\$2,093	\$2,335	\$2,577	\$2,658
Somerset	\$1,658	\$1,776	\$2,130	\$2,461	\$2,745	\$3,029	\$3,124

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## Tenant Displacement Policy

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) imposes a number of obligations on property owners in order to protect the rights of tenants living in properties that are part of a rehabilitation, acquisition, or demolition project receiving Federal financial assistance. In order to meet these requirements and minimize relocation needs, LRRP prohibits owners from permanently displacing existing tenants. When temporary relocation is necessary, the owner is required to offer the tenant an opportunity to relocate to a comparable unit on their property, if available.

Within fifteen (15) calendar days of the date of an application acceptance letter, the Landlord must provide each current lawful residential or commercial tenant with a General Information Notice (GIN). The GIN informs tenants an LRRP application has been submitted and of the relocation assistance for which they may be eligible, depending on the proposed project scope of work and how it will be undertaken. The Landlord must provide evidence that the GIN was delivered to each tenant by obtaining a tenant signature to acknowledge receipt or sending the GIN using a method (USPS mail or other delivery service) that provides a confirmation of delivery. Failure to provide the required GIN may create a liability to provide permanent relocation assistance to the tenants.

When it is necessary to temporarily relocate a tenant during the construction phase of a project, the property owner must contact a representative of the LRRP immediately. LRRP will provide guidance on temporary relocation planning for affected tenants to ensure that the relocation plan meets Federal requirements.

LRRP may elect to pay the required costs directly and then deduct this amount from the owner's award if a property owner violates Program policy by:

- Failing to offer a tenant who was forced to leave a property the opportunity to return;
- Failing to provide a Move-In Notice prior to executing a lease agreement for any person moving in to the property after application date;
- In these instances, at the sole discretion of LRRP, an owner's award may be terminated or reduced by the amount that is necessary to meet the tenant's relocation needs even though those units may no longer be eligible for an award of LRRP funds.

LRRP will provide an eligible tenant or Landlord with the following advisory assistance:

- Advisory services, including referrals to comparable and suitable replacement housing; the inspection of replacement housing to ensure that it meets established standards; and help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.
- In addition to help in obtaining temporary replacement housing, other assistance as necessary may be provided in order to minimize the impact of the move.

Additional information about the URA is available at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/affordablehousing/training/web/relocation/overview](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/relocation/overview)

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## Section 414 of the Stafford Act and Date of Storm (DOS) Tenants

The source of funds authorized by the U.S. Congress for the LRRP requires that Landlords must comply with Section 414 of the Stafford Act. As such Landlords are required to offer an LRRP-assisted unit to the tenant that occupied the unit on the date of the storm (DOS), October 29, 2012, the right to return to the repaired unit. A Landlord is required to contact tenants that were occupants at the DOS and provide information about the opportunity to return. If a Landlord is not able to contact a former tenant due to circumstances beyond their control, it is the policy of DCA to affirmatively seek out that tenant through means outlined in its Section 414 policy document.

## Selecting Tenants with Housing Vouchers

LRRP property owners have additional rental market resources available to them in their search to find qualified tenants to occupy completed units. Prospective tenants that possess a housing voucher, (i.e., Tenant-Based Housing Choice Voucher, Project-Based Section 8, and Permanent Supportive Housing (PSH)) are eligible to occupy LRRP affordable units under the LRRP tenant selection program guidelines.

Each voucher program has its own requirements and criteria for landlord certification and dwelling eligibility. In addition, each housing authority has its own adjusted income limits, utility calculations, and, in some cases, dwelling inspection guidelines.

- LRRP applicants should be aware that the rent they receive from a housing voucher holder (tenant) cannot exceed the maximum LRRP rent for the AMI tier. The amount of the voucher, and thus the total compensation to the property owner, will not exceed the LRRP-determined maximum.
- Complete and executed Section 8 voucher program documentation may be submitted in lieu of income verification documentation for tenants participating in the Section 8 program. Tenants participating in other housing voucher programs will be required to provide income documentation.

Each voucher program has separate criteria to certify property owners. If you are interested in further information about renting to housing voucher tenants, please contact your local public housing authority. A complete alphabetical list of New Jersey housing authorities is available at the HUD website:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/pha/contacts](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/pha/contacts)

## Fair Housing and Voucher Programs

All HUD housing programs must adhere to Federal, State, and local non-discrimination laws, the Americans with Disabilities Act, and HUD regulations governing Fair Housing and Equal Opportunity.

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## Tenant Income Verification

The verification of tenant income will be completed based on the IRS definition of income or income data submitted by tenants to the IRS as part of their yearly income tax filing. The process of verification of income outlined below will be used by DCA.

### A. Income Self-Certification (LMI/non-LMI):

Confirm Income Certification form is completed:

- Review income certification for all adult household members and their annual income.
- Review that the Income Certification form is signed and dated by head of household.
- Review if the applicant answers question as income the same or different going forward, see Step B.

Confirm as certified:

- That household members (all ages, not just adults) match. The household includes all persons living in the home, regardless of relationship.
  - Household Annual Adjusted Gross Income is at or less than maximum income based on the number of persons in a household.
  - That the household income information, household members, and county of residence are cross-referenced against the uncapped HUD income limits for 2019, the resulting LMI or non-LMI category matches the category listed on Grant Award Screen.
- If yes, proceed to next step.
  - If no, search Case Notes and document the issue and raise the question to a supervisor, and then proceed.

### B. Third Party Household Income Documentation

Review supporting income information that provides third-party verifiable documentation. File must contain one of the following:

- Most recent Federal Tax Return (2017 or 2018 IRS Form 1040). After April 15, 2019, the 2018 return is required unless an IRS extension was filed. Make a copy of the tax return for the file, following the privacy policy on maintaining the confidentiality of that information.
- If the projected annual income for 2019 from the Income Self Certification is the same as is documented on the tax return, nothing further required.
- If projected income for 2019 has changed a minimum of three consecutive pay stubs at the current salary or if the person is not employed, one of the documentation sources on the "If no Federal Tax Return has been filed" list below. Make a copy of the pay stubs, following the confidentiality policy.

If no Federal Tax Return is available but one has been filed with IRS for 2017 or 2018:

- Ask the applicant to fill out the IRS Form 4506 Request for Copy of Tax Form enabling DCA to obtain a copy of their return.
- Once the return is received, follow the instructions above regarding checking 2018 projected income and making a copy of the return/pay stubs (if required).

If no Federal Tax Return has been filed, please collect ONE of the following types of documentation, as applicable for the type of income indicated by the owner on their Income Certification form:

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- Wage and Tax Statement (IRS Form W2) for 2018;
  - Miscellaneous Income Statement (IRS Form 1099);
  - Business Income (IRS Form K-1);
  - Annual Retirement Income Statement;
  - Annual Public Benefit Income Statement (Social Security or VA); or
  - Other documentation that may be offered by the applicant that will be considered on a case-by-case basis. If this occurs, please communicate about the issue with an appropriate supervisor.

## INCOME CERTIFICATION

APPLICANT NAME: \_\_\_\_\_ APPLICATION ID: \_\_\_\_\_

DAMAGED RESIDENCE ADDRESS: \_\_\_\_\_

**HOUSEHOLD MEMBERS:** List all household members and provide the requested information. "Household" is defined as all persons living in the same dwelling unit, regardless of relationship.

The number of people presently in my household who are 18 years of age or older: \_\_\_\_\_

The number of people presently in my household who are younger than 18 years: \_\_\_\_\_

**Total household members:** \_\_\_\_\_

List the **ANNUAL INCOME** of all adult household members for 2018. "Adult" is defined as any household member 18 years or older.

Household Member Name	Income Source #1		Income Source #2		Income Source #3		Income Source #4		TOTAL
	Type (such as name of employer, SS/SSI, Retirement, Unemployment)	Amount	Type	Amount	Type	Amount	Type	Amount	
<b>TOTAL</b>									

If a household member has additional sources of income, please make a copy of this page and fill out for additional sources. **ESTIMATE**

**TOTAL ANNUAL HOUSEHOLD INCOME FOR 2019:** \_\_\_\_\_

When developing this estimate only include amounts that are certain to be received in 2019. For example, if it is uncertain whether your salary will increase in 2019 or if your interest income or tips/bonus amounts are unknown, please use the 2018 amount when estimating 2019 income.

**HEAD OF HOUSEHOLD MUST SIGN:**

I certify that this information regarding my 2018 and 2019 household income is complete and accurate. I agree to provide to the State of New Jersey or its designated contractor additional information and documentation on all income sources upon request. We authorize the State of New Jersey and its designated contractors to verify the report income information with third party sources.

Signature of Head of Household	Printed Name	Date
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**WARNING:** The information provided on this form is subject to verification by the State of New Jersey and the Department of Housing and Urban Development (HUD) at any time. Title 18, Section 1001 of the U.S. Code states that knowingly and willingly making a false or fraudulent statement to a department of the United States Government can result in termination of assistance and civil and criminal penalties.

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## Certification of Undocumented Income

This form must be used when a household member is unable to provide documents supporting reported income. This may happen when a self-employed person operates on a cash basis (such as babysitters, doing hair/nails, small chores). Please provide the information below and certify to its accuracy.

1. What type of work do you do?
2. Why is documentation not available?
3. How many hours a week do you work?
4. How much do you get paid per hour?      \$ \_\_\_\_\_

*These values will be used to estimate your annual income.* If you do not get paid by the hour on a weekly basis, please answer questions 2 and 3 by explaining how much and how frequently you are paid.

### Household Certification by Tenant(s) and Signatures

I/We, the undersigned, agree and acknowledge that the information provided is true and correct as of the date set forth opposite my/our signature(s) and that any intentional or negligent misrepresentation of the information may result in Civil Liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that has been made in this income certification, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.

I/We certify that, to the best of my/our knowledge and belief, all information above is true, correct, complete, and provided in good faith. I/We understand that false or fraudulent information may be grounds for denial or termination of occupancy and may be punishable by a fine and/or imprisonment. I/We understand that any information I/we give may be investigated.

Tenant's Printed Name	Tenant's Signature	Date

A separate form must be submitted for each adult household member 18 years of age and older listed on the *Tenant Income Documentation and Certification* with undocumented income.



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## Certification of No Income

**This form is to be completed by any household member who has absolutely NO income to report.**

I, \_\_\_\_\_, certify that I have no income from any source to report.

I do *not* receive income from any of the following sources (check off each source to confirm):

- Earned income (wages, salary, bonus, commissions)
- Retirement, pension, interest or dividend income
- Alimony
- Child support
- Assistance, monetary or otherwise, from family or friends (including bills paid on behalf of the family)
- Social Security (including SSI)
- Temporary Assistance to Needy Families(TANF)
- Other public assistance
- Unemployment
- Worker's Compensation
- Net Income from self-employment or a business
- Income from assets
- Any other income not specifically listed here

## Certification and Signature

I, the undersigned, agree and acknowledge that the information provided is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of the information may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made in this income certification, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provision of Title 18 United States Code Section 1001.

I certify that, to the best of my knowledge and belief, all the information above is true, correct, complete, and provided in good faith. I understand that false or fraudulent information may be grounds for denial or termination of occupancy and may be punishable by a fine and/or imprisonment. I understand that any information I give may be investigated.

Tenant's Printed Name	Tenant's Signature	Date

A separate form must be submitted for each adult household member 18 years of age and older listed on the *Tenant Income Documentation and Certification* without any income.



**READ BEFORE COMPLETING AND SIGNING THE INCOME CERTIFICATION FORM**

**PRIVACY ACT STATEMENT** – The information on the Income Certification Form is being collected to determine the eligibility of a tenant to occupy a property assisted under the Landlord Rental Repair Program (LRRP). The form may be released to appropriate Federal, State and local agencies when relevant to civil, criminal or regulatory investigations and prosecutions. Failure to provide any requested information may result in a delay or rejection of the tenant to occupy an LRRP-assisted property. The request of this information is authorized for a HUD-assisted program by the U.S. Housing Act of 1937, as amended (42 U.S.C., 1437 et seq.); the Housing and Community Development Amendments of 1981 (P.L. 97-35); the Housing Community Development Technical Amendments of 1984 (P.L. 98-479).

**TENANT (S) STATEMENT** – I/We certify that the information in the Income Certification Form is true and complete to the best of my/our knowledge and belief. I/We understand that we can be fined up to \$10,000, or imprisoned for up to five years, if I/we furnish false or incomplete information.\*

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TENANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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TENANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**LANDLORD’S STATEMENT** – I/We certify that the information submitted on the Income Certification Form is to meet the requirement of the Landlord Rental Repair Program that tenants that occupy LRRP-assisted properties must have incomes at or less 80% of median income for the applicable household size.

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LANDLORD SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**WARNING TO LANDLORD AND TENANTS** – By signing this form, you are indicating that you have read the above Privacy Act Notice and are agreeing with applicable certification.

*\*All household members who are 18 years of age or older must sign this form.*



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## Initial Lease and Lease Renewal Requirements

### Affordable Units

**A proper lease agreement, for at least one year, must be executed for all affordable units except as noted below.** LRRP has provided a sample copy of an acceptable lease in this document. However, property owners may choose to use any lease that is legally acceptable in the State of New Jersey.

If a property owner uses their own legally acceptable lease, it is required that they use the LRRP Lease Addendum in this document. The LRRP Lease Addendum lists provisions that must be agreed to by both tenant and Landlord as required by the LRRP. Additionally, tenant ethnic data (*Tenant Race and Ethnic Data Reporting* on page 26 and *Rental Tenant Demographic Survey* on page 27) must be submitted to your Landlord Advisor concurrently with tenant income documentation. In all cases, the lease must include the following provisions:

- Name and address of the Landlords;
- Name of tenant;
- Property address and unit number, if applicable, of the unit being leased;
- The term of the lease (initial term and any provisions for renewal);
- The amount of the monthly rent being charged to the tenant for the unit cannot exceed the Program rent approved for the unit (see table of maximum rents);
- When the rent payments are due;
- Information on all deposits, if applicable;
- Rules of tenancy (i.e., noise, provision for animals);
- Maintenance requirements of the tenants, if any;
- Maintenance requirements of property owners;
- Late charges (amounts and when assessed);
- Enforcement procedures; and
- Required LRRP Lease Addendum.

### *Rent Discounts*

Leases that give tenants “discounts” when the rent is paid early will be acceptable. However, both rent amounts stated on the lease must be within the LRRP maximum rent limits. If a lease illustrates two rent amounts, such as a gross amount and net amounts, the rent amounts should be within the LRRP maximum rent limits.

### *Lease Renewal*

If there are provisions in the lease for hold over, or automatic renewal, the renewal rent amount must be within LRRP’s maximum rent limits at the time the lease is initially approved. If not acceptable, applicant must submit a new lease with the proper rent amount.

### *Month-to-Month Tenancy Requirements*

The Program shall accept month-to-month rollovers of the annual lease submitted by the property owner that was previously reviewed and approved by the LRRP provided that:

- The executed annual lease for that tenant was approved by the Program or an expiring annual lease for tenant that meets all program requirements (but was not previously approved) has been submitted to the Program for approval and is subsequently approved;

- 
- The rollover of the lease does not include any addendums, additional costs or changes in rent amounts unless the tenant rent change was directed by a voucher program; and
  - The rollover of the lease is for the same individual tenants as stated on the Program-approved lease, or if tenants not stated on non-LRRP lease, tenants must be listed in the LRRP system of record.

The Lease Rollover Certification is fully-executed. Property owners have the option to execute a new lease or allow a roll-over of the existing lease provided they meet all of the requirements above. If they do not meet all the requirements, they will be immediately deemed non-compliant. It is the intent that all terms in the previously approved lease remain unchanged in order for the lease rollover to be considered.

#### *Early Lease Termination*

If the lease is terminated early, either voluntarily by the tenant or justified termination by the Landlord, the Landlord must obtain another LMI tenant for the remainder of the period on the LRRP-required 12-month LMI provision. A Landlord should alert the LRRP if such an event occurs and provide tenant income documentation for certification and ethnic data for new tenants. In such a circumstance, the notice to the LRRP should be sent to:

Sandy Recovery Division  
NJ Department of Community Affairs  
101 South Broad Street, PO Box 823  
Trenton, NJ 08625-0823



## Landlord Rental Repair Program Residential Lease Agreement

### 1. Parties and Dwelling Unit

Property Address: \_\_\_\_\_  
Street Address City State Zip Code

Unit Number: \_\_\_\_\_

Landlord Name:	Tenant Name:	
Lease Effective Date:	Number of Bedrooms:	Initial Rent:
Utilities Provided by Landlord: <input type="checkbox"/> Electricity <input type="checkbox"/> Heating <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Trash		
Utilities Paid for by Tenant: <input type="checkbox"/> Electricity <input type="checkbox"/> Heating <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Trash		
Appliances Provided by Landlord: <input type="checkbox"/> Stove <input type="checkbox"/> Refrigerator		

### 2. Term of the Lease

The term of this Agreement is for a period of at least one year, and shall begin on \_\_\_\_\_ and end on \_\_\_\_\_.

### 3. Rent

The Tenant agrees to pay \$ \_\_\_\_\_ for the partial month ending on \_\_\_\_\_. After that, the Tenant agrees to pay a rent of \$ \_\_\_\_\_ per month. This amount is due on the 5th day of the month at the below address:

\_\_\_\_\_  
\_\_\_\_\_.

The Landlord may not raise the rent during the initial term of the lease and the unit rent may not exceed the amount authorized under the Landlord Rental Repair Program (LRRP). During the term of the lease (including the initial term of the lease and any extension term), the rent charged by the Landlord may not exceed 30% of the monthly income for a household earning 80% of the Area Median Income for the applicable county as established by the LRRP and published on the New Jersey Department of Community Affairs (DCA) website.

The Landlord may not charge the Tenant extra amounts for items customarily not included in rent in the locality in which the Premises are located or are provided at no additional cost to non-LRRP Tenants residing in the Premises. The Landlord certifies that any Security Deposit or other charge in addition to rent is consistent with State of New Jersey Landlord Tenant Laws and Regulations.

### 4. Charges for Late Payments and Returned Checks

If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due.

The Landlord may not terminate this Agreement for failure to pay late charges but may terminate this Agreement for non-payment of rent. The Landlord may collect a fee of \$ \_\_\_\_\_ on the second, or any additional time a

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check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.

### **5. Condition of the Dwelling Unit**

By signing this Agreement, the Tenant acknowledges that the unit is decent, safe, and sanitary. The Tenant agrees that all appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 1 to this Agreement, as applicable. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

### **6. Security Deposits**

Upon the execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) receipt of which is hereby acknowledged by the Landlord, as security for any damage caused to the Property during the term hereof. In accordance with New Jersey law (NJSA Section 46:8-19), the Landlord will pay the Tenant interest on the Tenant's Security Deposit, less any service fee charged by the bank or investment company. Interest will be paid annually on the anniversary of Tenant's Lease in cash or as a credit towards rent due. Further, the Landlord will annually notify the Tenant of certain information concerning the Security Deposit: the name of the bank where the Security Deposit is held, the type of account in which the funds are deposited, and the account's interest rate.

The Security Deposit may not be used to pay rent or other charges while the Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until the Tenant has vacated, and the dwelling unit has been inspected by the Landlord. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.

The return of a Security Deposit shall occur within 30 days after Tenant moves out and has given notice of his/her new address to the Landlord. The Landlord will refund to the Tenant the amount of the Security Deposit plus interest due, less any amount needed to pay the cost of: (1) unpaid rent; (2) damages that are not due to normal wear and tear and are not listed on the initial Unit Inspection Report; (3) charges for late payment of rent and returned checks, as described in paragraph 5; and (4) charges for unreturned keys, as described in paragraph 7. The Landlord shall also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord about the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.

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 any Tenant identified in paragraph 1 of this Agreement.

If the Tenant is required to move to a unit of different size pursuant to paragraph 13, the Landlord agrees that the Security Deposit shall be applied towards the Security Deposit for the new unit.

### **7. Keys and Locks**

The Tenant agrees not to install additional or different locks or gates 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 Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$\_\_\_\_\_ for each key not returned.

### **8. Maintenance**

- a. The Landlord agrees to (1) regularly clean all common areas of the property; (2) maintain the common areas and facilities in a safe condition; (3) arrange for collection and removal of trash and garbage; (4) maintain all

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equipment and appliances in safe and working order; (5) make necessary repairs with reasonable promptness; (6) maintain exterior lighting in good working order; (7) provide extermination services, as necessary; and (8) maintain grounds and shrubs.

- b. The Tenant agrees to (1) keep the unit clean, use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended; (2) not litter the grounds or common areas of the property; (3) not destroy, deface, damage, or remove any part of the unit, common areas, or property grounds; (4) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating, and cooling equipment or any other part of the unit or related facilities; and (5) remove garbage and other waste from the unit in a clean and safe manner.

## **9. Damages**

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. The cost of all repairs and do so within thirty (30) calendar days after receipt of the Landlord's demand for the repair charges; and
- b. Rent for the period the unit is damaged whether or not the unit is habitable.

## **10. Restrictions on Alterations**

No alteration, addition, or improvements shall be made in or to the property without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible Tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See, the applicable federal regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the Tenant to make and pay for the modification in accordance with the Fair Housing Act.

## **11. General Restrictions**

The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the property only as a private dwelling for himself/herself and the individuals listed on the Certification and Recertification of Tenant Eligibility. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

- a. Sublet or assign the unit, or any part of the unit;
- b. Use the unit for unlawful purposes;
- c. Engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. Have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the Landlord will allow the Tenant to keep an animal needed as a reasonable accommodation to the Tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- e. 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.

## **12. Rules**

The Tenant agrees to obey the House Rules contained in Attachment No. 2 to this Agreement, as applicable. The Tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. The rules are reasonably related to the safety, care, and cleanliness of the building and the safety, comfort and convenience of the Tenants; and

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- b. The Tenant receives written notice of the proposed rule at least thirty (30) days before the rule is enforced.

### **13. Access by Landlord**

The Landlord agrees to enter the unit for the reasons set forth below only after providing reasonable advance notice of his/her intent to enter the unit and having received the Tenant's consent to do so during reasonable hours; except when an emergency situation exists that make such notice impossible.

- a. The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
- b. After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective Tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter, or otherwise prepare the unit for re-occupancy.

### **14. Discrimination Prohibited**

Federal law prohibits Landlords from discriminating on the basis of race, color, religion, creed, National origin, sex, age, familial status, and disability. New Jersey Fair Housing laws further prohibit discrimination based upon affection or sexual orientation; gender identity of expression; marital, domestic partnership, civil union status; ancestry and creed. It is illegal for a Landlord to refuse to rent to a person who has a Section 8 voucher or another type of assistance.

### **15. Termination of Tenancy**

This Lease may be terminated by the Landlord in accordance with the provisions of New Jersey Landlord Tenant Law and the terms of the lease. During the initial term of the lease or any extension, the Landlord may terminate the tenancy only for serious or repeated violations of material terms of the Lease, including but not be limited to:

- 1) The failure to pay rent or other payments when due;
- 2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 5<sup>th</sup> day of the month. Four such late payments within a 12-month period shall constitute a repeated late payment;
- 3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
- 4) Misrepresentation of family income or composition;
- 5) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of the Premises;
- 6) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other Tenants or employees, or any drug-related criminal activity on or off the Premises;
- 7) Alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the Premises by other Tenants;
- 8) Weapons or illegal drugs seized in the leased unit by a law enforcement officer;
- 9) Any fire on the Premises caused by the actions of the Tenant, household members or guests or neglect;
- 10) Violation of Federal, State or local law that imposes obligations on the Tenant in connection with the occupancy or use of the unit or the Premises; and
- 11) Other good cause as recognized under New Jersey Landlord Tenant Law.

### **16. Hazards**

The Tenant shall not undertake or permit members of the household or guests to undertake any hazardous acts or do anything that will increase the Landlord's insurance premiums for the Premises. Such action constitutes a material noncompliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in

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and the damage is not caused by or made worse by the actions of the Tenant, household members, or guests, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

#### **17. Penalties for Knowingly Submitting False Information**

Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

#### **18. Governing Law**

This Agreement shall be governed, construed, and interpreted by, through, and under the Laws of the State of New Jersey.

#### **19. Binding Effect**

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

#### **20. Descriptive Headings**

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

#### **21. Construction**

The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

#### **22. Non-Waiver**

No indulgence, waiver, election, or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

#### **23. Modification**

The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

#### **24. Crime Insurance**

As required by New Jersey law (NJSA Section 46:8-39), under Title VI of the Housing and Urban Development Act of 1970, the Federal government is subsidizing crime insurance in order to make the same available to residents in the State of New Jersey. Tenant, as a resident, may be eligible to purchase this insurance from the Safety Management Institute, located in Washington, D.C. Tenant may contact this company directly to obtain an application and further information. Tenant may call the following toll-free number: (800) 638-8780. Crime insurance is available for Tenants in all habitable property through the New Jersey Underwriters Association, Crime Insurance Indemnity Plan. To apply for crime insurance, contact the New Jersey Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, NJ 07102 directly for an application.

#### **25. Child Protection Window Guard Option**

Pursuant to New Jersey law (NJSA Section 55:13A-7.14), the Tenant can have window guards installed on the Premises and the public halls by making a written request to Landlord (1) if a child 10 years of age or younger resides on the Premises and (2) if the Tenant lives in a dwelling above the first floor. Residents living on the first floor may only request window guards on windows in public halls above the first floor to which persons in the resident's dwelling have access without having to go out of the building. The Landlord may, at the Landlord's option, recoup the costs associated with the installation of the window guards through increased rent.

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**26. Truth In Renting**

Resident acknowledges receipt of the Truth in Renting information, required to be provided by New Jersey law (NJSA Section 46: 8-45).

**27. Attachments to the Agreement**

The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.

- Attachment No. 1 - Unit Inspection Report (as applicable)
- Attachment No. 2 - House Rules (as applicable)

**28. Tenant Income Verification**

The Tenant must promptly provide the Landlord with any letter or other notice to a member of the family that provides information concerning the amount or verification of family income in accordance with LRRP requirements.

**29. Lead-Based Warning Disclosure**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlord must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally-approved pamphlet on lead poisoning prevention.

LANDLORD'S DISCLOSURE:

- a) Presence of lead-based paint or lead-based paint hazards (check one below):

\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- b) Records and reports available to the Landlord (check one below):

\_\_\_\_ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents here): \_\_\_\_\_

\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the units.

TENANT'S ACKNOWLEDGMENT (initial below):

- a) Tenant has received copies of all information listed above. \_\_\_\_\_
- b) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*. \_\_\_\_\_

**30. Additional Provisions; Disclosures**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Landlord should note above any disclosures about the Premises that may be required under Federal or New Jersey law. The Landlord should also disclose any flood hazards.

**31. Signatures**

<b>Tenant Printed Name</b>	<b>Tenant Signature</b>	<b>Date</b>
<b>Landlord Printed Name</b>	<b>Landlord Signature</b>	<b>Date</b>

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## Landlord Rental Repair Program Lease Addendum

Property Address: \_\_\_\_\_

Street Address

City

State

Zip Code

Unit Number: \_\_\_\_\_

Landlord Name:		Tenant Name:	
Lease Effective Date:	Number of Bedrooms:	Initial Rent:	
Utilities Provided by Landlord: <input type="checkbox"/> Electricity <input type="checkbox"/> Heating <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Trash			
Utilities Paid for by Tenant: <input type="checkbox"/> Electricity <input type="checkbox"/> Heating <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Trash			
Appliances Provided by Landlord: <input type="checkbox"/> Stove <input type="checkbox"/> Refrigerator			

### Lease and Lease Term

The Landlord has entered into a Grant Agreement with respect to the State of New Jersey Landlord Rental Repair Program (LRRP). Under the LRRP, the Landlord has the option of using the LRRP Residential Lease Agreement or a Landlord-provided lease in combination with this LRRP Lease Addendum (hereinafter "Addendum").

The Landlord certifies that the Tenant has been provided with a lease that is in accordance with all provisions of the LRRP. If there is any conflict between this Addendum and any other provisions of the lease, the language of this Addendum shall control.

The initial lease term must be for a period of at least one year.

### Unit Rent and Other Charges

The Landlord may not raise the rent during the initial term of the lease and the unit rent may not exceed the amount authorized under the LRRP. During the term of the lease (including the initial term of the lease and any extension term), the rent charged by the Landlord may not exceed 30% of the monthly income for a household earning 80% of the Area Median Income for the applicable county as established by the LRRP and published on the New Jersey Department of Community Affairs (DCA) website.

The Landlord may not charge the Tenant extra amounts for items customarily not included in rent in the locality in which the Premises are located or are provided at no additional cost to non-LRRP Tenants residing in the Premises. The Landlord certifies that any Security Deposit or other charge in addition to rent is consistent with State of New Jersey Landlord Tenant Law and regulations.

### Condition of the Dwelling Unit

By signing this Addendum, the Tenant acknowledges that the unit is safe, decent, and sanitary. By signing this Addendum, the Landlord agrees to maintain the unit in a safe, decent, and sanitary condition.

### Use of LRRP Unit

The unit must be the Tenant's only residence. The Tenant may not sublease or assign the lease.

### Termination of Tenancy

This Lease may be terminated by the Landlord in accordance with the provisions of New Jersey Landlord Tenant Law and the terms of the lease. During the initial term of the lease or any extension, the Landlord may terminate the tenancy only for serious or repeated violations of material terms of the Lease, including but not be limited to:

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- 1) The failure to pay rent or other payments when due;
  - 2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 5<sup>th</sup> day of the month. Four such late payments within a 12-month period shall constitute a repeated late payment;
  - 3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
  - 4) Misrepresentation of family income or composition;
  - 5) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of the Premises;
  - 6) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other Tenants or employees, or any drug-related criminal activity on or off the Premises;
  - 7) Alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the Premises by other Tenants;
  - 8) Weapons or illegal drugs seized in the leased unit by a law enforcement officer;
  - 9) Any fire on the Premises caused by the actions of the Tenant, household members or guests or neglect;
  - 10) Violation of Federal, State or local law that imposes obligations on the Tenant in connection with the occupancy or use of the unit or the Premises; and
  - 11) Other good cause as recognized under New Jersey Landlord Tenant Law.

### **Discrimination Prohibited**

Federal law prohibits Landlords from discriminating on the basis of race, color, religion, creed, National origin, sex, age, familial status, and disability. New Jersey Fair Housing laws further prohibit discrimination based upon affection or sexual orientation; gender identity of expression; marital, domestic partnership, civil union status; ancestry and creed. It is illegal for a Landlord to refuse to rent to a person who has a Section 8 voucher or another type of assistance.

### **Crime Insurance**

As required by New Jersey law (NJSA Section 46:8-39), under Title VI of the Housing and Urban Development Act of 1970, the Federal government is subsidizing crime insurance in order to make the same available to residents in the State of New Jersey. Tenant, as a resident, may be eligible to purchase this insurance from the Safety Management Institute, located in Washington, D.C. Tenant may contact this company directly to obtain an application and further information. Tenant may call the following toll-free number: (800) 638-8780. Crime insurance is available for Tenants in all habitable property through the New Jersey Underwriters Association, Crime Insurance Indemnity Plan. To apply for crime insurance, contact the New Jersey Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, NJ 07102 directly for an application.

### **Child Protection Window Guard Option**

Pursuant to New Jersey law (NJSA Section 55:13A-7.14), the Tenant can have window guards installed on the Premises and the public halls by making a written request to Landlord (1) if a child 10 years of age or younger resides on the Premises and (2) if the Tenant lives in a dwelling above the first floor. Residents living on the first floor may only request window guards on windows in public halls above the first floor to which persons in the resident's dwelling have access without having to go out of the building. The Landlord may, at the Landlord's option, recoup the costs associated with the installation of the window guards through increased rent.

### **Truth in Renting**

Tenant acknowledges receipt today of the Truth in Renting information, required to be provided by New Jersey law (NJSA Section 46: 8-45).

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**Lead-Based Warning Disclosure**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlord must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally-approved pamphlet on lead poisoning prevention.

**LANDLORD'S DISCLOSURE:**

- a) Presence of lead-based paint or lead-based paint hazards (check one below):

\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- b) Records and reports available to the Landlord (check one below):

\_\_\_\_ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents here): \_\_\_\_\_

\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the units.

**TENANT'S ACKNOWLEDGMENT (initial below):**

- a) Tenant has received copies of all information listed above. \_\_\_\_\_  
b) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*. \_\_\_\_\_

**Additional Provisions; Disclosures**

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Landlord should note above any disclosures about the Premises that may be required under Federal or New Jersey law. The Landlord should also disclose any flood hazards.

**Penalties for Knowingly Submitting False Information**

Landlord and Tenant acknowledge that knowingly giving the false information is a material noncompliance with this Addendum, subject to penalties available under Federal law. Those penalties include fines up to \$10,000.00 and imprisonment for up to five (5) years.

Tenant Printed Name	Tenant Signature	Date
Landlord Printed Name	Landlord Signature	Date

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## Tenant Race and Ethnic Data Reporting

(Adapted from Form HUD-27061-H)

**This form is to be completed by individuals wishing to be served (applicants) and those that are currently served (tenants) in housing assisted by the Department of Housing and Urban Development through the Landlord Rental Repair Program.**

Property owners are required to offer applicants/tenants the option to complete the Voluntary Tenant Race and Ethnicity Information form at initial application or lease signing. Existing tenants must be offered an opportunity to complete the form as part the lease renewal process. Once the form is completed it need not be completed again unless the head of household or household composition changes. There is no penalty for persons who do not complete the form; however, the owner may place a note in the tenant file stating the applicant/tenant refused to complete the form. **Parents or guardians are to complete the form on behalf of children under the age of 18.**

Completed documents for the entire household should be submitted together with the lease information.

1. The two ethnic categories to choose from are defined below. Please check one of the two categories.
  - 1) **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term “Spanish origin” can be used in addition to “Hispanic” or “Latino.”
  - 2) **Non-Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The five racial categories to choose from are defined below: Please check as many as apply to you.
  - 3) **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
  - 4) **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
  - 5) **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to “Black” or “African American.”
  - 6) **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
  - 7) **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

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## Rental Tenant Demographic Survey

Date:

Tenant Name:	Tenant Phone:	Landlord Name:
Rental Property Address:	City, State, Zip Code:	Tenant Email:

1. **Special Needs – Identifying Persons with Disabilities:** Do you, or any other member of your household, have physical or mental disabilities that may require special consideration related to housing? (Example: wheelchair or walker dependent, special medical equipment to live, mobility, visual or hearing impairment, etc.)? Yes No
2. **Head of Household Gender:**     Male             Female
3. **Head of Household Age:** \_\_\_\_\_
4. **Tenant Race & Ethnicity:** The information below must be completed for the head of household.

**Ethnicity** (Select One)

- A.  Hispanic/Latino
- B.  Non-Hispanic/Latino

**Race** (Select all that apply)

- C.  American Indian or Alaska Native
- D.  Asian
- E.  Black or African American
- F.  Native Hawaiian or Other Pacific Islander
- G.  White
- H.  Other
- I.  Declined to Answer

Tenant's signature \_\_\_\_\_

Date \_\_\_\_\_



## Citizenship Declaration

### CERTIFICATION OF LEGAL RESIDENCY IN THE UNITED STATES

(Please read instructions below before completing this section.)

**Instructions:** To qualify for relocation advisory services or relocation assistance authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), you must be a United States citizen or national, or an alien lawfully present in the United States.

**The certification below must be completed in order to receive any relocation assistance.** (This certification may not have any standing with regard to applicable State laws providing relocation assistance.)

**Your signature on this claim form constitutes certification.** See 49 CFR 24.208(g) and (h) for hardship exceptions.

Please address only the category (individual or family) that describes your occupancy status. For Line (2), please fill in the correct number of persons.

### RESIDENTIAL HOUSEHOLDS

#### (1) Individual.

I certify that I am: (check one)

\_\_\_\_ A citizen or national of the United States.

\_\_\_\_ An alien lawfully present in the United States.

#### (2) Family.

I certify that there are \_\_\_\_\_ persons in my household and that \_\_\_\_\_ are citizens or nationals of the United States and \_\_\_\_\_ are aliens lawfully present in the United States.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date