



**READ AND SIGN EVERY PAGE**

Dear Tenant:

Enclosed are two copies of your renewal lease and required forms. In order to retain your right to renew your lease, **indicate whether you want a 1 or 2 year lease renewal, sign all copies and return the entire lease package with the attachments to the address below.**

Please be aware that you may not make any changes to the enclosed renewal lease form. You may either accept or reject the lease on the terms offered. But under no circumstances are you to make additions, deletions, or modifications.

We are legally entitled to hold one month's rent as a security deposit for your apartment. So if you choose to renew your lease, we may legally collect an additional amount of security deposit from you, since your monthly rent will increase if you renew your lease. The additional amount is equal to the difference between your current security deposit and the new higher monthly rent that you will pay under the renewal lease you choose. **You must submit the additional security deposit in a separate check or money order when you renew your lease.** The additional security due is indicated in Item #3 of the renewal lease form. Please complete the information below and return this letter with the two copies of your signed renewal lease.

Thank you for your prompt attention to this matter.

Very truly yours,

LWC Management Corp.

Name: \_\_\_\_\_

Home phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact

Name: \_\_\_\_\_

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

Phone number: \_\_\_\_\_

Relationship to tenant: \_\_\_\_\_

**LOW-INCOME LEASE RIDER**

**THIS RIDER, AN INCOME CERTIFICATION, AND INCOME VERIFICATION MUST BE OBTAINED FROM ALL TENANTS OF APARTMENTS FOR WHICH LOW-INCOME HOUSING TAX CREDITS ARE REQUIRED.**

Tenant: \_\_\_\_\_  
(If there is more than one adult occupant, each one must complete and sign a rider and attachments.)

Lease Term: \_\_\_\_\_  
(Starting and Ending Dates)

Apartment: \_\_\_\_\_  
Building \_\_\_\_\_  
Address: \_\_\_\_\_

The undersigned tenant hereby certifies and agrees as follows:

1. **Income Certification.** My income certification is true, correct, and complete.
2. **Income Verification.** The Owner or Property Manager has my permission to verify my Income from all sources.
3. **Student Status.** I understand that this apartment cannot be occupied entirely by full-time students unless the household meets an allowable tax credit exemption.
4. **False Statements/Certification.** If my income certification and/or any lease application submitted by me is false, or if I fail to provide annual certifications, the Owner or Property Manager will have the right to terminate my lease and recover possession of my apartment to the fullest extent permitted under applicable law.

I understand that the Owner and Property Manager are relying on my income certification in accepting me as a tenant, and that the Owner will be seriously harmed if my income does not qualify the apartment for low-income tax credits. This rider shall be considered part of my lease.

Date: \_\_\_\_\_, 202\_

Tenant:

Owner:

X  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

# ATTACHMENT J

## Annual Student Status Certification

For households applying to or occupying low-income units financed with LIHTC or Tax-Exempt Bonds

Initial Certification   
  Recertification   
  Other: \_\_\_\_\_   
 Effective Date: \_\_\_\_\_  
(MM / DD / YYYY)

Property Name: \_\_\_\_\_

Address: \_\_\_\_\_ Unit #: \_\_\_\_\_ AMI: \_\_\_\_\_ Log #: \_\_\_\_\_

(1) Fill out the chart below for all household members including children. All household members 18 or older (or if under 18 and qualified as Head, Co-Head, or Spouse) must also sign and date this form at move-in and annually.

APPLICANT / HOUSEHOLD MEMBER NAME	RELATIONSHIP TO HEAD OF HOUSEHOLD	DATE OF BIRTH	STUDENT STATUS (FT / PT / NOT A STUDENT)	If Student, indicate # Months during the:	
				Current Calendar Year	Upcoming Calendar Year
1.	SELF				
2.					
3.					
4.					
5.					
6.					

(2) Check A, B, or C, as applicable (Note: "Student" is defined as persons that attend public or private elementary schools, middle or junior high schools, senior high schools, colleges, universities, technical, trade, or mechanical schools, but does not include those attending on-the-job training courses):

- A.  Household contains at least one occupant who is **not** a student, has **not** been a student, and will **not** be a student for five or more months during the current and/or upcoming calendar year (months need not be consecutive). If this item is checked, no further information is needed.
- B.  Household contains all students, but is qualified because at least one occupant is not a FT student, or is a PT-Student as noted above. Documentation of part-time student status is required for at least one (1) member of the household.
- C.  Household contains all full-time students for five (5) or more months during the current and/or upcoming calendar year (months need not be consecutive). If this item is checked, questions 1-5, below must also be completed. Documentation of full-time student status is required:
- 1) Does at least one (1) student receive assistance under Title IV of the Social Security Act?  Yes /  No  
*(If yes, provide documentation evidencing funding source)*
  - 2) Was at least one (1) student previously under the care and placement responsibility of the state agency responsible for administering foster care?  Yes /  No  
*(If yes, provide documentation of previous participation)*
  - 3) Does at least one (1) student participate in a program receiving assistance under the Job Training Partnership Act, Workforce Investment Act, or under other similar, federal, state or local laws?  Yes /  No  
*(If yes, provide documentation of current participation)*
  - 4) Is at least one (1) student a single parent with child(ren) and this parent is not a dependent of another individual, and the child(ren) is/are not dependent(s) of someone other than the other (or absent) parent?  Yes /  No  
*(i.e. most recently filed tax return)*
  - 5) Are the students married and entitled to file a joint tax return?  Yes /  No  
*(If yes, attach a copy of the marriage license or the most recently filed tax return.)*

Households composed entirely of full-time student that are income eligible and satisfy one or more of the above conditions are considered eligible. If questions 1-5 are marked NO, or verification does not support the exception indicated, the household is considered an ineligible student household. If the student status of any household member changes during the recertification period, I/WE understand that it is my responsibility to inform management of the change. I/WE understand that Student Status determination is an ongoing qualification for low-income housing eligibility. All adults must sign and date this verification.

I/WE DECLARE THAT THE STATEMENTS CONTAINED IN THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I have not withheld, falsified or otherwise misrepresented any information. I fully understand that any and all information I provide during this recertification process is subject to review by the New York City Department of Investigation (DOI), a fully empowered law enforcement agency which investigates potential fraud in City-sponsored programs. I understand that the consequences for providing false or knowingly incomplete information in an attempt to qualify for this program may result in the termination of my lease (pursuant to the HDC lease rider that I/WE signed upon our initial occupancy of the above noted unit) and referral to the appropriate authorities for potential criminal prosecution.

\_\_\_\_\_ TENANT #1 SIGNATURE / DATE (MM/DD/YYYY)     
 \_\_\_\_\_ TENANT #3 SIGNATURE / DATE (MM/DD/YYYY)     
 \_\_\_\_\_ TENANT #5 SIGNATURE / DATE (MM/DD/YYYY)  
 \_\_\_\_\_ TENANT #2 SIGNATURE / DATE (MM/DD/YYYY)     
 \_\_\_\_\_ TENANT #4 SIGNATURE / DATE (MM/DD/YYYY)     
 \_\_\_\_\_ TENANT #6 SIGNATURE / DATE (MM/DD/YYYY)

## VAWA LEASE RIDER

between \_\_\_\_\_, Landlord,  
and \_\_\_\_\_, Tenant (referred to as "you"),  
for Apartment \_\_\_ at \_\_\_\_\_ (the "Apartment")

The above referenced Apartment was assisted under the Low Income Housing Tax Credit ("LIHTC") program and, by reason thereof, is covered by the Violence Against Women Act ("VAWA")<sup>1</sup>. This VAWA Lease Rider sets forth certain rights and obligations provided by VAWA.

### 1. VAWA Notice and Certification.

Attached hereto are (i) a *Notice of Occupancy Rights under the Violence Against Women's Act* and (ii) a *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, in the forms required by VAWA. In addition, the Landlord must provide the VAWA *Notice and Certification* together with any notification of eviction from the Apartment.

### 2. Limitations on Evictions.

VAWA provides that, notwithstanding anything to the contrary contained in the Lease to which this VAWA Lease Rider is attached,

(a) You may not be evicted on the basis or as a direct result of the fact that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

(b) You may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if (i) the criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and (ii) the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

(c) The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.

### 3. VAWA Claims; Confidentiality.

(a) If you or another individual occupying the Apartment claim to be a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections or remedies of VAWA, the Landlord may request in writing that you or such other individual submit, within 14 business days, a *Certification of Domestic Violence, Dating Violence or Stalking* or the alternative documentation specified in the VAWA

<sup>1</sup> The Violence Against Women Act can be found at 42 USC 13925 and 42 USC 14043e et seq.. The implementing regulations are codified at 24 CFR Part 5, Subpart L, and 24 CFR 92.359.

regulations<sup>2</sup>. **Failure to provide the supporting documentation within the specified time may result in loss of protection under VAWA or eviction.**

(b) The Landlord shall hold any information submitted by tenant or any other individual under VAWA in strict confidence, shall not allow any unauthorized person to have access to such information, shall not enter such information into any shared database or disclose such information without the consent of such individual unless required by law.

4. Remedies.

(a) If you are a victim of domestic violence, dating violence, sexual assault, or stalking and reasonably believe there is a threat of imminent harm if you remain in the Apartment, you may request to be transferred on an emergency basis to a LIHTC Unit which you believe to be safe. If no safe LIHTC Unit is available at the location of the Apartment, the Landlord will provide you with a list of LIHTC Units in other locations. In addition, **you may terminate this Lease without penalty if you are entitled to an emergency transfer.**

(b) In addition to its other remedies, the Landlord may, in accordance with applicable Federal, State, or local law for termination of leases, bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, whether or not the household member is a signatory to the lease, and without evicting, removing, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant. If a family living in the Apartment separates under the regulations implementing VAWA, the remaining tenant(s) may remain in the Apartment<sup>3</sup>.

5. Conflicts.

If there is any conflict or inconsistency between this VAWA Lease Rider and any other provision in the Lease or any other Rider to the Lease, this VAWA Lease Rider shall govern.

6. Term of the VAWA Lease Rider.

This VAWA Lease Rider shall be continue in effect for so long as you shall continue to lease the Apartment.

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<sup>2</sup> 24 CFR 5.2007(b) permits (i) a statement of a professional, under penalty of perjury, that he or she believes the incident of domestic violence, dating violence, sexual assault, or stalking occurred and meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under §5.2003, or (ii) a record of a federal, state, or local law enforcement agency, court, or administrative agency.

<sup>3</sup> Source: 24 CFR 92.359(d)(i), referring to 24 CFR 5.2009(a), which provides that the Landlord may "bifurcate a lease, or remove a household member from a lease ... in order to evict [or] remove ... who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking ..."

The foregoing is not a complete summary of the federal VAWA regulations, all of which shall apply to you, the Landlord and the Lease.

Date: \_\_\_\_\_ Tenant: \_\_\_\_\_

Date: \_\_\_\_\_ Landlord: \_\_\_\_\_



# WINDOW GUARDS REQUIRED

## Annual Notice to Tenant or Occupant

New York City  
Department of Health  
and Mental Hygiene

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment:  
if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly an inspection by the landlord will follow.

### CHECK WHICHEVER APPLY:

- CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS\*
- WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS\*
- I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER
- WINDOW GUARDS NEED MAINTENANCE OR REPAIR
- WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Tenant (Print) \_\_\_\_\_

X \_\_\_\_\_  
Tenant's Signature Date

Tenant's Address \_\_\_\_\_ Apt No. \_\_\_\_\_

### RETURN THIS FORM TO:

LWC Management Corp.  
Owner/Manager

2090 Adam Clayton Powell Jr. Boulevard Suite 203 New York, NY 10027  
Owner/Manager's Address

**For Further Information, call 311 for Window Falls Prevention**

\* Except windows giving access to fire escapes or windows on the first floor that are required means of egress from the dwelling unit.



**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

\_\_\_\_\_  
\_\_\_\_\_  
(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_  
(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

Lessee has received the pamphlet *Protect Your Family from Lead In Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
<input checked="" type="checkbox"/> Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date





## RENTERS INSURANCE

Tenant(s) understand that tenant's personal property is not insured by the Landlord. The Landlord is not legally responsible for losses to the Tenant's personal property or for Tenant's personal liability, arising from any cause such as natural disaster, fire, flood etc. The Owner's insurance will not cover such losses or damages.

Landlord advises Tenant(s) to procure a renter's insurance policy for protection against personal property losses and liability claims. Landlord does not recommend any particular company. Tenant is encouraged to purchase and maintain a renter's insurance policy for the term of the tenancy, including providing Landlord written copy or proof anytime upon request.

The cost of Tenant's insurance is reasonable considering the peace of mind, protection and financial security that insurance provides.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date



### NO SMOKING LEASE ADDENDUM

The following additional provision shall be fully applicable to the Lease and made part thereof as though included within the Lease itself.

**PURPOSE:** Tenant acknowledges the following: smoking increases the risk of fire; smoking is likely to damage the Tenant's apartment; secondhand smoke is likely to drift from one apartment to another; exposure to secondhand causes adverse health outcomes.

**DEFINITIONS:** Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, or other similar lighted product. The term Landlord shall include property owners and property managers.

**NO SMOKING RULE:** No Tenant shall smoke, nor permit anyone to smoke, in the Tenant's apartment. Smoking shall be prohibited throughout the entire apartment complex, including but not limited to, bathrooms, stairways, common areas and facilities, patios, exterior landings, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities.

**NO SMOKING SIGNS:** Landlord shall post "No Smoking" signs at the entrance and exits, in common areas, and in conspicuous places on the grounds of the apartment complex.

**COMPLIANCE:** Landlord shall take reasonable steps to ensure compliance with the terms and provisions of this Addendum. Tenant shall inform Tenant's guests of the no smoking rule, Tenant shall promptly give Landlord notice of any incident of smoking or migrating secondhand smoke.

**THIRD PARTY BENEFICIARIES:** Tenants agree that other tenants at the complex are the third party beneficiaries of this No Smoking Addendum and, accordingly, a tenant has the right to sue another tenant for an injunction to prohibit smoking or for damages. Any exercise of these rights shall not create a presumption that the Landlord notice of any incident of smoking or migrating secondhand smoke.

**DISCLAIMER:** Tenant acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make the Landlord a guarantor of Tenant's health or of the smoke-free condition of the Tenant's apartment and the common areas; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that Landlord's ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliances by the Tenant and the Tenant's guests. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from second-hand smoke.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant